

A G E N D A
JAMES CITY COUNTY BOARD OF SUPERVISORS
WORK SESSION
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
September 22, 2020
4:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. BOARD DISCUSSIONS

1. Colonial Behavioral Health's Fiscal Year 2019-2020 Performance Contract Amendment and Extension Agreement
2. Presentation on Options for Collaboration between Colonial Behavioral Health and Olde Towne Medical and Dental Center
3. Space Needs Assessment
4. FY 2021 Financial Update
5. Authorization for the Reclassification of Accounts Payable Specialist Position and Related Budget Appropriation
6. REC Connect Program Modification and Williamsburg-James City County School Division COVID-19 Child Care Program
7. Communications Overview

D. BOARD REQUESTS AND DIRECTIVES

1. Additional Voting Drop Boxes

E. CLOSED SESSION

F. ADJOURNMENT

1. Adjourn until 5 p.m. on October 13, 2020 for the Regular Meeting

ITEM SUMMARY

DATE: 9/22/2020

TO: Board of Supervisors

FROM: Rebecca Vinroot, Director of Social Services

SUBJECT: Colonial Behavioral Health's Fiscal Year 2019-2020 Performance Contract Amendment and Extension Agreement

ATTACHMENTS:

	Description	Type
☐	Colonial Behavioral Health's Fiscal Year 2019-2020 Performance Contract Amendment and Extension Agreement	Cover Memo
☐	Colonial Behavioral Health's Fiscal Year 2019-2020 Performance Contract Amendment and Extension Agreement	Resolution
☐	Colonial Behavioral Health's Fiscal Year 2019-2020 Performance Contract Amendment and Extension Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Social Services	Vinroot, Rebecca	Approved	9/10/2020 - 10:10 AM
Publication Management	Daniel, Martha	Approved	9/10/2020 - 10:13 AM
Legal Review	Kinsman, Adam	Approved	9/10/2020 - 3:28 PM
Board Secretary	Fellows, Teresa	Approved	9/14/2020 - 12:50 PM
Board Secretary	Purse, Jason	Approved	9/15/2020 - 10:58 AM
Board Secretary	Fellows, Teresa	Approved	9/15/2020 - 3:51 PM

M E M O R A N D U M

DATE: September 22, 2020

TO: The Board of Supervisors

FROM: Rebecca Vinroot, Director of Social Services

SUBJECT: Colonial Behavioral Health's Fiscal Year 2019-2020 Performance Contract Amendment and Extension Agreement

Virginia State Code 37.1-198 requires the governing body of each city or county to approve the Performance Contract for its Community Services Board (CSB). Colonial Behavioral Health, the CSB for James City County, has submitted its Fiscal Year (FY) 2019-2020 Performance Contract Amendment and Extension Agreement for approval by the James City County Board of Supervisors.

Due to the public health emergency caused by the COVID-19 virus, this Agreement amends the FY 2019 and FY 2020 Community Services Performance Contract bearing the effective date of July 1, 2019, between the Department of Behavioral Health and Developmental Services and Colonial Behavioral Health to extend the contract term from July 1, 2020 to December 31, 2020.

Staff recommends that the Board of Supervisors adopt the attached resolution to authorize approval of the Performance Contract. Please note that if the Board elects to take no action; the contract will be deemed approved on September 30, 2020, per State Code.

RV/nb
FY19-20CSBCntrt-mem

Attachment

RESOLUTION

COLONIAL BEHAVIOR HEALTH'S FISCAL YEAR 2019-2020

PERFORMANCE CONTRACT AMENDMENT AND EXTENSION AGREEMENT

WHEREAS, Virginia State Code 37.1-198 requires the governing body of each city or county to approve the Performance Contract for its Community Services Board (CSB); and

WHEREAS, Colonial Behavioral Health, the CSB for James City County, has submitted its Fiscal Year (FY) 2019-2020 Performance Contract Amendment and Extension Agreement for approval by the James City County Board of Supervisors; and

WHEREAS, due to the public health emergency caused by the COVID-19 virus, this Agreement amends the FY 2019 and FY 2020 Community Services Performance Contract bearing the effective date of July 1, 2019, between the Department of Behavioral Health and Developmental Services and Colonial Behavioral Health to extend the contract term from July 1, 2020 to December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the submission of the Public Housing Agency (PHA) Plan to Housing and Urban Development and authorizes the County Administrator to execute the PHA Certifications of Compliance with the PHA Plans and Related Regulations form.

James O. Icenhour, Jr.
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
SADLER	_____	_____	_____
MCGLENNON	_____	_____	_____
LARSON	_____	_____	_____
HIPPLE	_____	_____	_____
ICENHOUR	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 22nd day of September, 2020.

FY19-20CSBCntrt-res



Colonial Behavioral Health

SERVING JAMES CITY COUNTY, CITY OF POQUOSON, CITY OF WILLIAMSBURG AND YORK COUNTY

July 17, 2020

Mr. Scott Stevens, County Administrator
James City County
101 Mounts Bay Road
Building D
Williamsburg, VA 23185

Dear Mr. Stevens:

As you know, Virginia State Code 37.1-198 requires the governing body of each city or county to approve the Performance Contract for its Community Services Board. Enclosed is Colonial Behavioral Health's FY 19-20 Performance Contract Amendment and Extension Agreement which is being submitted for approval by the James City County Board of Supervisors. If the James City County Board of Supervisors elects to approve the Performance Contract, please forward written documentation noting the contract approval. If the Board elects to take no action; the contract will be deemed approved on September 30, 2020, per state code.

If you have any questions, please let me know.

Kindest regards,

David A. Coe, MA, MBA
Executive Director

DAC/am
Encls.

AMENDMENT NO. 1
FY2019 and FY2020 COMMUNITY SERVICES
PERFORMANCE CONTRACT
COLONIAL BEHAVIORAL HEALTH

This Agreement amends the FY2019 and FY2020 Community Services Performance Contract (the “Contract”) bearing the effective date of July 1, 2019 between the Department of Behavioral Health and Developmental Services (the “Department” or “Agency”) and Colonial Behavioral Health (the “CSB”), (referred to collectively as the “Parties”).

RECITALS

WHEREAS, the public health emergency presented by the COVID-19 virus has warranted the need for flexibility with CSB requirements; and

WHEREAS, these flexibilities are relevant to the delivery of services related to COVID-19 detection and treatment, as well as maximizing access to care and minimizing viral spread through community contact; and

WHEREAS, the CSB desires to extend the term of their FY2019 and FY2020 Community Services Performance Contract; and

As provided for under the terms of this Contract, the Department and the CSB agree to amend the following provisions:

1. **Section 3: Contract Term** shall be amended to extend the term effective July 1, 2020 through and ending on December 31, 2020 (the “Amendment Term”).
2. **Section 4.q.: Department of Justice Settlement Agreement Requirements** shall be deleted in its entirety and replaced with Exhibit M: Department of Justice Settlement Agreement Requirements as attached hereto.
3. **Exhibit A: Resources and Services** shall be deleted in its entirety and replaced as attached hereto.
4. **Exhibit E: Performance Contract Process** shall be deleted in its entirety and replaced as attached hereto.
5. **Exhibit F: Federal Compliances** shall be deleted in its entirety and replaced with Exhibit F: Federal Grant Compliance Requirements as attached hereto.
6. This amendment shall be retroactive to July 1, 2020, and shall be binding upon any funds advanced by the Department since that date as provided in this agreement.

All other terms and conditions that are not hereby amended shall remain in full force and effect.

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.

AMENDMENT NO. 1
FY2019 and FY2020 COMMUNITY SERVICES
PERFORMANCE CONTRACT
COLONIAL BEHAVIORAL HEALTH

Signatures: In witness thereof, the Department and the CSB have caused this Agreement to be executed by the following duly authorized Parties.

**Virginia Department of Behavioral
Health and Developmental Services**

By: _____

Name: Alison G. Land, FACHE

Title: Commissioner

Date: _____

Colonial Behavioral Health

By: Alfred J. Brassel Jr.

Name: Alfred J. Brassel, Jr.

Title: Chairperson

Date: July 13, 2020

By: David A. Coe

Name: David A. Coe

Title: Executive Director

Date: July 13, 2020

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 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, 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

Exhibit M

Department of Justice Settlement Agreement Requirements

supervisors or designated trainers to ensure case managers understand the definitions of a change in status or needs and the elements of appropriately implemented services, as well as how to apply and document observations and needed actions.

- b. CSB shall ensure that all case managers use the DBHDS On-Site Visit Tool during one face-to-face visit each quarter to assess at whether or not each person receiving targeted case management 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].
- 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 HCBBS waiver services 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

Exhibit M

Department of Justice Settlement Agreement Requirements

- 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 engage in intense 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.

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Department of Justice Settlement Agreement Requirements

- 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. [SA. 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 a “statistically significant” number of the times the CSB utilized of the crisis screening tools, or documentation of utilization of the elements contained within the tool during a crisis screening, completed during the 1st six months and annually thereafter for the Department to review 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 the risk of crisis/hospitalization elements and tool in partnership with the VACSB.
 - c. DBHDS shall develop a training on assessing risk of crisis/hospitalization for the CSB to utilize to train staff. The CSB shall utilize this training to train staff.
 - d. DBHDS shall initiate a quality review process monthly to include requesting documentation for anyone hospitalized who was not referred to the REACH program and either actively receiving case manager 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.
- 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 unable to find an appropriate provider within this timeframe.
- 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 has mobile crisis teams to address crisis situations and offer services and support on site to

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Department of Justice Settlement Agreement Requirements

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 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.
- e. Early notification would allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible.
- f. If the CSB has an individual receiving services in the REACH Crisis Therapeutic Home (CTH) program with no plan for placement 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 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 around meaningful conversation around 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 in their regions [section III.E.1, p. 14].
- 20.) Case managers or support coordinators shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers 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 placements, services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].
- 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,

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their authorized representatives with opportunities to speak with those providers, visit community placements (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].

- 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].
- 24.) 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].
- 25.) 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.
- 26.) 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].
- 27.) 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].
- 28.) Participate with the Department to collect and analyze reliable data about individuals receiving services under this Agreement from each of the following areas:
 - a. safety and freedom from harm
 - b. physical, mental, and behavioral
 - c. avoiding crises
 - d. choice and self-determination
 - e. community inclusion, health and well-being
 - f. access to services
 - g. provider capacity
 - h. stability, [section V.D.3, pgs. 24 & 25]
- 29.) Participate in the regional quality council established by the Department that is responsible for assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].
- 30.) Provide access and assist the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services being provided to individuals receiving services under the Agreement [section VI.H, p. 30 and 31].
- 31.) Participate with the Department and any third party vendors in the implementation of the National Core

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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 FY 21, 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, 2021. The attached GANTT details the schedule for the QSR reviews of 100% of providers, including support coordinators, for two review cycles.

32.) 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].

33.) 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.

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

- a. CSBs shall collaborate with DBHDS CRCs to explore community integrated options including working with providers to create innovative solutions for people.

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

35.) 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.

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- 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 information about the individual's:
 - i. full name
 - ii. social security number
 - iii. Medicaid number
 - iv. level of care information
 - v. change in status
 - vi. terminations
 - vii. CSB unique identifier
 - viii. transfers
 - ix. current physical residence address
 - x. waiting list information
 - xi. living situation (e.g., group home
 - xii. bed capacity of the group home if that is chosen
 - xiii. family home, or own home)
- 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.

Exhibit M

Department of Justice Settlement Agreement Requirements

PLAN TO MEET COMPLIANCE BY JUNE 30, 2021					PERIOD:													
	MILESTONES	PLAN START	PLAN DURATION	COMPLETE DATE	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21
Phase 1	Vendor Contract	4/1/2020	1 Month	4/27/2020														
	Tools/Definitions/ Methodology Refined and Delivered to	5/1/2020	1 Month	5/22/2020														
	IR/Consultant Review and Approval	5/22/2020	2 Weeks	6/5/2020														
	Finalize Tools and Train Reviewers	6/5/2020	4 Weeks	6/30/2020														
	Group 1 Reviews Begin (290)	7/1/2020	45 Days	8/15/2020														
	Group 2 Reviews (290)	8/15/2020	45 Days	9/30/2020														
Phase 2	Group 1 Data Analysis and Reports Developed and Delivered	8/16/2020	1 Month	9/15/2020														
	Group 1 Technical Assistance Developed and Delivered	7/1/2020	1 Month/ Ongoing	9/15/2020														
	Group 2 Data Analysis and Reports Developed and Delivered	10/1/2020	1 Month	10/31/2020														
	Group 2 Technical Assistance Developed and Delivered	9/16/2020	45 Days/ Ongoing	10/31/2020														
Phase 3	Group 1 Improvements Implemented	9/16/2020	2 Months	11/15/2020														
	Group 2 Improvements Implemented	11/1/2020	2 Months	12/31/2020														
Phase 4	Group 1 Re-Review	11/15/2020	45 Days	12/31/2020														
	Goup 2 Re-Review	1/1/2021	45 Days	2/15/2021														
	Group 1 Data Analysis and Report Generation to Evaluate Impact	1/1/2021	1 Month	1/31/2021														
	Group 2 Data Analysis and Report Generation to Evaluate Impact	2/16/2021	1 Month	3/15/2021														
	Group 1 Report Delivered to IR	2/1/2021	N/A	2/1/2021														
	Group 2 Report Delivered to IR	3/16/2021	N/A	3/16/2021														
	Specific Activity																	
	Ongoing Activity																	

FY2021 And FY2022 Community Services Performance Contract

FY 2021 Exhibit A: Resources and Services

Colonial Behavioral Health

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	5,012,868	316,954	1,310,525	6,640,347
Local Matching Funds	1,214,942	1,708,187	0	2,923,129
Total Fees	3,119,388	2,451,600	456,592	6,027,580
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	91,902	0	485,240	577,142
Other Funds	305,771	5,333	297,024	608,128
State Retained Earnings	223,000	0	0	223,000
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	9,967,871	4,482,074	2,549,381	16,999,326
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	9,967,871	4,482,074	2,549,381	16,999,326
Cost for MH/DV/SUD Services	8,880,990	4,476,561	1,412,000	14,769,551
Cost for Emergency Services (AP-4)				2,023,000
Cost for Ancillary Services (AP-4)				513,000
Total Cost for Services				17,305,551

Local Match Computation	
Total State Funds	6,640,347
Total Local Matching Funds	2,923,129
Total State and Local Funds	9,563,476
Total Local Match % (Local / Total State + Local)	30.57%

CSB Administrative Percentage	
Administrative Expenses	1,574,331
Total Cost for Services	17,305,551
Admin / Total Expenses	9.10%

***FY2021 And FY2022 Community Services Performance Contract
FY 2021 Exhibit A: Resources and Services***

Colonial Behavioral Health

Financial Comments

<i>Comment1</i>	State Retained Earnings - Regional Program \$223,000 are MH Other Merged Regional
<i>Comment2</i>	Funds Prior Years Retained Earnings
<i>Comment3</i>	
<i>Comment4</i>	
<i>Comment5</i>	
<i>Comment6</i>	
<i>Comment7</i>	
<i>Comment8</i>	
<i>Comment9</i>	
<i>Comment10</i>	
<i>Comment11</i>	
<i>Comment12</i>	
<i>Comment13</i>	
<i>Comment14</i>	
<i>Comment15</i>	
<i>Comment16</i>	
<i>Comment17</i>	
<i>Comment18</i>	
<i>Comment19</i>	
<i>Comment20</i>	
<i>Comment21</i>	
<i>Comment22</i>	
<i>Comment23</i>	
<i>Comment24</i>	
<i>Comment25</i>	

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Mental Health (MH) Services

Colonial Behavioral Health

Funding Sources	Funds
<u>FEES</u>	
MH Medicaid Fees	2,059,553
MH Fees: Other	1,059,835
Total MH Fees	3,119,388
MH Transfer Fees In/(Out)	0
MH Net Fees	3,119,388
<u>FEDERAL FUNDS</u>	
MH FBG SED Child & Adolescent (93.958)	48,210
MH FBG Young Adult SMI (93.958)	0
MH FBG SMI (93.958)	43,692
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	43,692
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	43,692
MH Federal PATH (93.150)	0
MH Federal COVID Emergency Grant (93.665)	
MH Other Federal - DBHDS	0
MH Other Federal - COVID Support	
MH Other Federal - CSB	0
Total MH Federal Funds	91,902
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	0
Total MH Net Acute Care - Restricted	0
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	20,021
Total MH Net Regional DAP - Restricted	20,021
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	0
Total Net MH Crisis Stabilization - Restricted	0
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net MH Transfers from DBHDS Facilities	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	127,806
Total MH Net Expanded Community Capacity	127,806

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Mental Health (MH) Services

Colonial Behavioral Health

Funding Sources	Funds
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	0
Total MH Net First Aid and Suicide Prevention	0
MH STEP-VA Outpatient (Fiscal Agent)	284,035
MH STEP-VA Outpatient Transfer In/Out	12,500
Total Net MH STEP-VA Outpatient	296,535
MH STEP-VA Crisis (Fiscal Agent)	0
MH STEP-VA Crisis Transfer In/Out	0
Total Net MH STEP-VA Crisis	0
MH Forensic Discharge Planning (Fiscal Agent)	0
MH Forensic Discharge Planning Transfer In/(Out)	0
Total Net MH Forensic Discharge Planning	0
MH Permanent Supportive Housing (Fiscal Agent)	0
MH Permanent Supportive Housing Transfer In/(Out)	0
Total Net MH Permanent Supportive Housing	0
MH Recovery (Fiscal Agent)	0
MH Other Merged Regional Funds (Fiscal Agent)	616,110
MH State Regional Deaf Services (Fiscal Agent)	0
MH Total Regional Transfer In/(Out)	0
Total MH Net Unrestricted Regional State Funds	616,110
Total MH Net Regional State Funds	1,060,472
<u>Children State Funds</u>	
MH Child & Adolescent Services Initiative	77,465
MH Children's Outpatient Services	75,000
MH Juvenile Detention	52,946
Total MH Restricted Children's Funds	205,411
MH State Children's Services	25,000
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	25,000
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	117,389
Total MH Net Restricted Crisis Response & Child Psychiatry	117,389
Total State MH Children's Funds (Restricted for Children)	347,800
<u>Other State Funds</u>	
MH Law Reform	265,194
MH Pharmacy - Medication Supports	0
MH Jail Diversion Services	0
MH Rural Jail Diversion	0

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Mental Health (MH) Services

Colonial Behavioral Health

Funding Sources	Funds
MH Docket Pilot JMHCP Match	0
MH Adult Outpatient Competency Restoration Services	0
MH CIT-Assessment Sites	360,336
MH Expand Telepsychiatry Capacity	14,148
MH PACT	850,000
MH PACT - Forensic Enhancement	0
MH Gero-Psychiatric Services	0
MH STEP-VA - SDA, Primary Care Screening, Ancillary Services, and Clinicians Crisis	350,288
MH Young Adult SMI	0
Total MH Restricted Other State Funds	1,839,966
MH State Funds	1,764,630
MH State NGRI Funds	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	1,764,630
Total MH Other State Funds	3,604,596
TOTAL MH STATE FUNDS	5,012,868
MH Other Funds	305,771
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Programs	223,000
MH Other Retained Earnings	0
Total MH Other Funds	528,771
<u>LOCAL MATCHING FUNDS</u>	
MH Local Government Appropriations	1,214,942
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	1,214,942
Total MH Funds	9,967,871
<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 State Funds	0
MH One-Time Restricted State Funds	0
Total One Time MH Funds	0
Total MH All Funds	9,967,871

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Developmental Services (DV)

Colonial Behavioral Health

Funding Sources	Funds
<u>FEES</u>	
DV Medicaid DD Waiver Fees	2,377,672
DV Other Medicaid Fees	0
DV Medicaid ICF/IDD Fees	0
DV Fees: Other	73,928
Total DV Fees	2,451,600
DV Transfer Fees In/(Out)	0
DV NET FEES	2,451,600
<u>FEDERAL FUNDS</u>	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
DV Other Federal - COVID Support	0
Total DV Federal Funds	0
<u>STATE FUNDS</u>	
DV State Funds	316,954
DV OBRA Funds	0
Total DV Unrestricted State Funds	316,954
DV Trust Fund (Restricted)	0
DV Rental Subsidies	0
DV Guardianship Funding	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In(Out)	0
DV Net Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In(Out)	0
DV Net Crisis Stabilization -Children	0
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net DV Transfers from DBHDS Facilities	0
Total DV Restricted State Funds	0
Total DV State Funds	316,954

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Developmental Services (DV)

Colonial Behavioral Health

Funding Sources	Funds
<u>OTHER FUNDS</u>	
DV Workshop Sales	0
DV Other Funds	5,333
DV State Retained Earnings	0
DV State Retained Earnings-Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	5,333
<u>LOCAL MATCHING FUNDS</u>	
DV Local Government Appropriations	1,708,187
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	1,708,187
Total DV Funds	4,482,074
<u>DV ONE TIME FUNDS</u>	
DV One-Time Restricted State Funds	0
Total One Time DV Funds	0
Total DV All Funds	4,482,074

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Colonial Behavioral Health

Funding Sources	Funds
<u>FEES</u>	
SUD Medicaid Fees	192,935
SUD Fees: Other	263,657
Total SUD Fees	456,592
SUD Transfer Fees In/(Out)	0
SUD NET FEES	456,592
<u>FEDERAL FUNDS</u>	
SUD FBG Alcohol/Drug Treatment (93.959)	107,337
SUD FBG SARPOS (93.959)	17,436
SUD FBG Jail Services (93.959)	0
SUD FBG Co-Occurring (93.959)	18,111
SUD FBG New Directions (93.959)	0
SUD FBG Recovery (93.959)	62,920
SUD FBG MAT - Medically Assisted Treatment (93.959)	0
Total SUD FBG Alcohol/Drug Treatment Funds	205,804
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	159,253
Total SUD FBG Women Funds	159,253
SUD FBG Prevention (93.959)	120,183
SUD FBG Prev-Family Wellness (93.959)	0
Total SUD FBG Prevention Funds	120,183
SUD Federal VA Project LINK/PPW (93.243)	0
SUD Federal Strategic Prevention (93.243)	0
SUD Federal COVID Emergency Grant (93.665)	0
SUD Federal YSAT – Implementation (93.243)	0
SUD Federal OPT-R - Prevention (93.788)	0
SUD Federal OPT-R - Treatment (93.788)	0
SUD Federal OPT-R - Recovery (93.788)	0
Total SUD Federal OPT-R Funds (93.788)	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 - CSB	0
SUD Other Federal - COVID Support	0
TOTAL SUD FEDERAL FUNDS	485,240

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Colonial Behavioral Health

Funding Sources	Funds
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
SUD Facility Reinvestment (Fiscal Agent)	0
SUD Facility Reinvestment Transfer In/(Out)	0
Total SUD Net Facility Reinvestment	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	0
SUD Community Detoxification (Fiscal Agent)	0
SUD Community Detoxification – Transfer In/(Out)	0
Total Net SUD Community Detoxification	0
SUD STEP-VA (Fiscal Agent)	0
SUD STEP-VA - Transfer In/(Out)	0
Total SUD Net STEP-VA - Restricted	0
Total SUD Net Regional State Funds	0
<u>Other State Funds</u>	
SUD Women (includes LINK at 4 CSBs) (Restricted)	600
SUD Recovery Employment	0
SUD MAT - Medically Assisted Treatment	0
SUD Peer Support Recovery	0
SUD Permanent Supportive Housing Women	0
SUD SARPOS	33,121
SUD Recovery	200,000
Total SUD Restricted Other State Funds	233,721
SUD State Funds	1,008,071
SUD Region V Residential	68,733
SUD Jail Services/Juvenile Detention	0
SUD HIV/AIDS	0
Total SUD Unrestricted Other State Funds	1,076,804
Total SUD Other State Funds	1,310,525
TOTAL SUD STATE FUNDS	1,310,525
<u>OTHER FUNDS</u>	
SUD Other Funds	297,024
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	297,024
<u>LOCAL MATCHING FUNDS</u>	
SUD Local Government Appropriations	0
SUD Philanthropic Cash Contributions	0

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Colonial Behavioral Health

Funding Sources	Funds
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
Total SUD Local Matching Funds	0
Total SUD Funds	2,549,381
<u>SUD ONE-TIME FUNDS</u>	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK-6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD FBG Recovery (93.959)	0
SUD State Funds	0
Total SUD One-Time Funds	0
Total All SUD Funds	2,549,381

FY2021 And FY2022 Community Services Performance Contract

FY 2021 Exhibit A: Resources and Services

Local Government Tax Appropriations

Colonial Behavioral Health

City/County	Tax Appropriation
Williamsburg City	248,226
Poquoson City	182,097
York County	832,852
James City County	1,659,954
Total Local Government Tax Funds:	2,923,129

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Resources and Core Services Costs by Program Area

Colonial Behavioral Health

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	9,967,871	4,482,074	2,549,381			16,999,326
Cost for MH, DV, SUD, Emergency, and Ancillary Services	8,880,990	4,476,561	1,412,000	2,023,000	513,000	17,305,551
Difference	1,086,881	5,513	1,137,381	-2,023,000	-513,000	-306,225

Difference results from

Other: 306,225

Explanation of Other in Table Above:

Services paid to DAP vendors by fiscal agent on behalf of Colonial CSB.

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 100 Mental Health Services

Colonial Behavioral Health

Report for Form 11

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	11 FTEs	1350	\$2,305,885
312 Medical Services	9.5 FTEs	1500	\$1,800,000
350 Assertive Community Treatment	12 FTEs	70	\$1,474,000
320 Case Management Services	15 FTEs	550	\$1,675,996
425 Mental Health Rehabilitation	20 Slots	50	\$548,064
501 Highly Intensive Residential Services	1 Beds	2	\$11,283
521 Intensive Residential Services	1 Beds	2	\$144,356
551 Supervised Residential Services	1 Beds	2	\$112,604
581 Supportive Residential Services	7 FTEs	60	\$808,802
Totals		3,586	\$8,880,990

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 200 Developmental Services

Colonial Behavioral Health

Report for Form 21

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
320 Case Management Services	8 FTEs	245	\$933,881
425 Developmental Habilitation	25 Slots	40	\$1,480,000
551 Supervised Residential Services	12 Beds	12	\$1,978,000
581 Supportive Residential Services	0.35 FTEs	5	\$22,000
610 Prevention Services	0 FTEs		\$62,680
Totals		302	\$4,476,561

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services

Colonial Behavioral Health

Report for Form 31

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	5 FTEs	625	\$775,000
313 Intensive Outpatient Services	3 FTEs	130	\$252,000
335 Medication Assisted Treatment Services	0.5 FTEs	55	\$115,000
320 Case Management Services	1 FTEs	35	\$85,000
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	0.25 Beds	3	\$25,000
610 Prevention Services	2 FTEs		\$160,000
Totals		848	\$1,412,000

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Colonial Behavioral Health

Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	13 FTEs	1900	\$2,023,000
318 Motivational Treatment Services	0.2 FTEs	75	\$65,000
390 Consumer Monitoring Services	0.15 FTEs	275	\$30,000
720 Assessment and Evaluation Services	2 FTEs	500	\$277,000
620 Early Intervention Services	0.1 FTEs	80	\$20,000
730 Consumer Run Services (No. Individuals Served)			\$121,000
Totals		2,830	\$2,536,000

FY2021 And FY2022 Community Services Performance Contract

Table 2: Board Management Salary Costs

Name of CSB: Colonial Behavioral Health		FY 2021			
Table 2a:	FY 2021	Salary Range	Budgeted Tot.	Tenure	
Management Position Title	Beginning	Ending	Salary Cost	(yrs)	
Executive Director			\$183,924.00	16.00	

Table 2: Integrated Behavioral and Primary Health Care Questions

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

Yes

2. If yes, who is the partner?

☒ a federally qualified health center

Name: Olde Towne Medical Center

☒ a free clinic

Name: Angels of Mercy; Lackey Clinic

☐ a local health department, or

Name:

☐ another organization

Name:

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

☒ on-site in a CSB program,

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

☐ another site --specify:

4. Where is behavioral health care provided?

☒ on-site in a CSB program,

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

☐ another site --specify:

Exhibit E: FY21 and FY22 Performance Contract Process

DUE DATE	DESCRIPTION
5-22-20	<ol style="list-style-type: none"> 1. The Department distributes the FY 2021 Letters of Notification to CSBs by this date electronically with enclosures that show tentative allocations of state and federal block grant funds. <i>This is contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.</i> 2. Contracts shall conform to Letter of Notification allocations of state and federal funds or amounts subsequently revised by or negotiated with the OMS and confirmed in writing and shall contain actual appropriated amounts of local matching funds. 3. The Department distributes the amendment and extension of the FY 2019 and FY 2020 Community Services Performance Contract. 4. The Department's Office of Information Services and Technology (OIS&T) distributes the FY 2021 Performance Contract package software in the Community Automated Reporting System (CARS) to CSBs. 5. CSB Financial Analysts in the Department's Office of Fiscal and Grants Management (OFGM) During June and July, prepare electronic data interchange transfers for the first two semi- monthly payments (July) of state and federal funds for all CSBs.
06-24-20	FY 2021 Exhibit A submitted electronically in CARS, are due in the OIS&T by this date. Table 2 Board Management and Salary Cost and Integrated Behavioral and Primary Health Care Questions of Exhibit A shall be submitted with in CARS.
07-01-20	<ol style="list-style-type: none"> 1. All required signature pages for the amendment to extend the term of the FY19-20 performance contract shall be signed and submitted electronically. This shall include the AMENDMENT NO. 1 FY2019 and FY2020 COMMUNITY SERVICES PERFORMANCE CONTRACT and any applicable Exhibits D that may be due at this time to the Office of Management Services (OMS) attached by email and sent to the performanconctractsupport@dbhds.virginia.gov email address. 2. If the CSB has not included the minimum 10 percent local matching funds in the contract, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code and State Board Policy 4010, to the OMS with its contract. However, if a local match waiver has been granted for the FY19-20 Contract, this waiver shall be extended. <i>For example: If a CSB was granted a waiver for its FY 2020 contract, that waiver is extended for the FY 2020 contract extension. However, if a CSB did not need a waiver for its original FY 2020 contract and now needs one for the contract extension, it shall include a waiver request for its FY 2020 contract extension.</i> 3. If the amount of CSBs local match in their end of year report results in reducing the local match below the required 10%, then this requirement also applies to end of the fiscal year performance contract reports. The waiver shall conform to the Minimum Ten Percent Matching Funds Waiver Request Guidelines.

Exhibit E: FY21 and FY22 Performance Contract Process

DUE DATE	DESCRIPTION
	<ol style="list-style-type: none"> 4. The CSB Financial Analysts prepares the transfers for payments 3 and 4 during July and August (August payments) of state and federal funds. CSB Financial Analysts prepare the transfers for payments 5 and 6 during August and September (September payments) of state and federal funds. 5. Payments may not be released without complete contracts. Once the completed contract is received transfers for these two semi-monthly payments will be processed and funds will be disbursed with the next scheduled payment.
07-13-20	The OIS&T distributes FY 2020 end of the fiscal year performance contract report.
07-31-20	CSBs submit their June Community Consumer Submission 3 (CCS 3) extract files for June to the OIS&T in time to be received by this date.
08-21-20	CSBs submit their complete CCS 3 reports for total (annual) FY 2020 CCS 3 service unit data to the OIS&T in time to be received by this date. The Department will not accept any corrections to the FY2020 end of year CCS report after this date.
08-31-20	<ol style="list-style-type: none"> 1. CSBs send complete FY 2020 end of the fiscal year electronic CARS performance contract reports to the OIS&T in time to be received by this date. 2. The OMS reviews services sections of the reports for correctness, completeness, consistency, and acceptability; resolves discrepancies with CSBs; and communicates necessary changes to CSBs. 3. OFGM CSB Financial Analysts review financial portions of reports for arithmetic accuracy, completeness, consistency, and conformity with state funding actions; resolve discrepancies with CSBs; and communicate necessary changes to CSBs. 4. Once they complete their reviews of a CSB's reports, the OMS and OFGM CSB Financial Analysts notify the CSB to submit new reports reflecting only those approved changes to OIS&T. 5. CSBs submit new reports to correct errors or inaccuracies no later than <u>09-18-2020</u>. The Department will not accept CARS report corrections after this date. 6. Submitting a report without correcting errors identified by the CARS error checking program may result in the imposition by the Department of a one- time, one percent reduction not to exceed \$15,000 of state funds apportioned for CSB administrative expenses. 7. CSBs shall submit their July 2021 CCS 3 monthly extract files for July to the OIT&S in time to be received by this date.

Exhibit E: FY21 and FY22 Performance Contract Process

DUE DATE	DESCRIPTION
09-30-20	<ol style="list-style-type: none"> 1. Department staff complete reviews by this date of contracts received by the due date that are complete and acceptable. 2. The OFGM analyzes the revenue information in the contract for conformity to Letter of Notification allocations and advises the CSB to revise and resubmit financial forms in Exhibit A of its contract if necessary. 3. The Offices of Community Behavioral Health, Child and Family, and Developmental Services review and approve new service proposals and consider program issues related to existing services based on Exhibit A. 4. The OMS assesses contract completeness, examines maintenance of local matching funds, integrates new service information, makes corrections and changes on the service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OMS notifies the CSB when its contract is not complete or has not been approved and advises the CSB to revise and resubmit its contract. 5. The OIS&T receives CARS and CCS 3 submissions from CSBs, maintains the community services database, and processes signed contracts into that database as they are received from the OMS. 6. CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for August to the OIT&S in time to be received by this date.
10-02-20	<ol style="list-style-type: none"> 1. After the Commissioner signs the contracts, a fully executed copy of the Contract will be send to the CSBs. 2. CSB Financial Analysts prepare transfers for payments 7 and 8 during September and October (October payments). 3. Payment 7 or 8 may not be released without receipt of a CSB's final FY 2020 CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files and FY 2020 end of the fiscal year by the due date. 4. CSB Financial Analysts prepare transfers for payments 9 and 10 during October and November (November payments).
10-16-20	CSBs submit Federal Balance Reports to the OFGM in time to be received by this date.
10-31-20	<ol style="list-style-type: none"> 1. CSBs submit CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for September to the OIT&S in time to be received by this date. 2. CSB Financial Analysts prepare transfers for payments 11 and 12 During November and December (December payments), Payments may not be released without receipt of September CCS 3 submissions and final Federal Balance Reports.
11-30-20	CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for October to the OIT&S in time to be received by this date.

Exhibit E: FY21 and FY22 Performance Contract Process

DUE DATE	DESCRIPTION
12-04-20	<ol style="list-style-type: none"> CSBs that are not local government departments or included in local government audits send one copy of the 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) by this date. 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 by this date. For programs with different fiscal years, reports are due three months after the end of the year. The CSBs shall have a management letter and plan of correction for 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 by this date. To satisfy federal block 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 Mental Health Services and Substance Abuse Prevention and Treatment Block 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 may negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them.
12-31-20	<ol style="list-style-type: none"> CSB Financial Analysts prepare transfers for payment 13 through 16 (January and February payments). For CSBs whose FY 2020 end of the fiscal year performance contract reports have been not verified as accurate and internally consistent, and whose CCS 3 monthly extracts for October have been not received, payments may not be released. CSBs submit their CCS 3 monthly extract files for November to the OIT&S in time to be received by this date.
01-08-21	The OIS&T distributes FY 2021 mid-year performance contract report software in CARS
01-29-21	CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for December to the OIS&T in time to be received by this date.
02-19-21	<ol style="list-style-type: none"> CSBs send complete mid-year performance contract reports and a revised Table 1: Board of Directors Membership Characteristics to the OIS&T electronically in CARS. CSB Financial Analysts prepare transfers during February for payment 17 and 18 (March payments) for CSBs whose monthly CCS3 extract for December and CARS reports not received by the end of January; payments may not be released. CSB Financial Analysts prepare transfers during March for payments 19 and 20 (April payments) for CSBs whose complete FY 2020 mid-year performance contract reports not

Exhibit E: FY21 and FY22 Performance Contract Process

DUE DATE	DESCRIPTION
	received by the due date, payments may not be released.
02-26-21	CSBs submit their CCS3 extract files for January to the OIS&T in time to be received by this date, for CSBs whose monthly CCS3 extract files for January were not received by the end of the month, payments may not be released.
03-31-21	<ol style="list-style-type: none"> 1. CSBs submit their CCS 3 extract files for February to the OIS&T in time to be received by this date. 2. CSB Financial Analysts prepare transfers during March 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.
04-30-21	<ol style="list-style-type: none"> 1. CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for March to the OIS&T in time to be received by this date. 2. CSB Financial Analysts prepare transfers during May for payment 23 and 24 (June payments) for CSBs whose monthly CCS3 extract files for March were not received by the end of April, payments may not be released.
05-31-21	<ol style="list-style-type: none"> 1. CSBs submit their CCS 3 monthly extract files for April to the OIS&T in time to be received by this date, for CSBs whose monthly CCS 3 extract files for April were received by the end of May. 2. If April CCS 3 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.
06-30-21	CSBs submit their CCS 3 monthly extract files for May to the OIS&T by this date.

Exhibit F: Federal Grant Compliance Requirements

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, 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 Subrecipients which is outlined in Sections 200.330 through 200.345 in 2 C.F.R. Part 200 and Sections 75.300 through 75.391 in 45 C.F.R. Part 200 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 compliance requirements for the federal grants that DBHDS serves as the pass-through entity to the CSBs.

Defined Terms

Drug-free Workplace – A site for the performance of work done in connection with a specific agreement awarded 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 agreement.

Intangible Property – 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 \$1,000 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 formal documentation received from the federal awarding entity that notifies the recipient of a grant award. The document also typically outlines grant-specific compliance and reporting requirements.

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.

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 - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

Subrecipient - A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Exhibit F: Federal Grant Compliance Requirements

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.

I. 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 § 200.331 and CFR 45 § 75.352 (for SAMHSA awards):

- 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:
 - 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 § 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. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
 - 7. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
 - 8. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
 - 9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - 10. Name of HHS awarding agency, pass-through entity, and contract information for awarding official of the pass-through entity;
 - 11. 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;
 - 12. Identification of whether the award is R&D; and
 - 13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 75.414).
- B.** Comply with all Federal statutes, regulations and the terms and conditions of the Federal award.
- C.** The Department shall 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 (in compliance with this part), or a de minimis indirect cost rate as defined in § 75.414(f).
- D.** The Department is 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 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 § 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.

Exhibit F: Federal Grant Compliance Requirements

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 § 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.

II. 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 GRANT

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 45 CFR §§ 75.351 – 75.352, Sub-recipient monitoring and management.
2. **Non-Supplant:** Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients 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.
2. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the Funding Opportunity Announcement (FOA), 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.
3. **Availability of Funds:** It is understood and agreed between the Subrecipient and DBHDS that DBHDS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **Improper Payments:** Any item of expenditure by 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. 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 Notice of Award, Funding Opportunity Announcement, or 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.
5. **Conflicts of Interest Policy:** Recipients 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:
 - a) Address conditions under which outside activities, relationships, or financial
 - b) interests are proper or improper;
 - c) Provide for advance disclosure of outside activities, relationships, or financial
 - d) interests to a responsible organizational official;
 - e) Include a process for notification and review by the responsible official of

Exhibit F: Federal Grant Compliance Requirements

- f) potential or actual violations of the standards; and
 - g) Specify the nature of penalties that may be imposed for violations.
6. **Restriction on Executive Pay:** The Consolidated Appropriations Act, 2019 (Pub. L.115-245) signed into law on September 28, 2018, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements.
- Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II or \$192,300 annually. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement.
7. **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). Per 2 CFR 200.33 and 45 CFR 75.2, Equipment is defined as 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.
8. **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.
9. **Travel:** Funds used to attend meetings, conferences or implement the activities of this grant must support the per diem applied to Federal travel costs for Meal and Incidental expenses. If meals are provided, the per diem must be reduced by the allotted meal cost(s).
10. **Fraud, Waste and Abuse Reporting:** The Subrecipient shall report any fraud, waste or abuse to the HHS Inspector General.
11. **Financial Management:** 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: 1) the Uniform Guidance, 45 C.F.R. Part 75; 2) the Notice of Award; and 3) Funding Opportunity Announcement. 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.
12. **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)). Within thirty 30 days of the effective date of this Agreement, the Subrecipient will provide the Federal Grants Manager at DBHDS with a copy of its most recent (last) single audit. If any findings were noted in the audit report, corrective actions taken to fully resolve the finding must also be provided. If there are no audit findings, a letter indicating no findings shall be submitted. If a 2 CFR 200 or 45 CFR 75 audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided to DBHDS' Federal Grants Manager within 30 days of the completion of the audit.

Exhibit F: Federal Grant Compliance 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)), however, the Subrecipient's records must be made 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 upon request, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Further, if applicable, within 30 days of the effective date of this Agreement, the Subrecipient must submit to DBHDS' Federal Grants Manager a written statement of exemptions to the single audit requirement and a copy of the most recent audited financial statement along with any findings and corrective action plans.

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 45 CFR 75.361, the Subrecipient shall retain all books, records, and other documents relative to this agreement for three (3) years from the date of the final expenditure report provided by the Department. 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.

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 records indicating the total number of hours worked each day. As a result, all nonexempt employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these times sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection.
17. **Accounting Records and Disclosures:** The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project.
18. **Federal Funding Accountability and Transparency Act (FFATA):** The Subrecipient will meet the following conditions in compliance with FFATA:
 - a) Maintain registration in the federal System Award Management (SAM) throughout the duration of this project, or at least five years;
 - b) Maintain a DUNS number and share it with DBHDS;
 - c) Provide address for primary Virginia service location(s), including nine digit zip code;
 - d) Provide Executive compensation information for five most highly compensated officers if all of the following apply:
 - i. The organization receives more than 80 percent of its annual gross revenues in Federal awards,
 - ii. The organization receives \$25,000,000 or more in annual gross revenues from Federal awards,

Exhibit F: Federal Grant Compliance Requirements

- iii. Executive compensation has not previously been reported to any Federal Agency through any other reporting system.
19. **Mandatory Disclosures:** Pursuant to 45 CFR 75.113, the Subrecipient must report to the pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. These reports must be made in writing in a timely manner.
20. **English Language:** All communication between the pass-through entity 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.
21. **Restrictions on Lobbying:** Pursuant to 45 CFR 75.215, 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.
22. **Confidentiality of Alcohol and Drug Abuse Patient Records:** Regulations specified in 42 CFR Part 2 are applicable to any information about patients that are participating in a “program” as defined in 42 CFR 2.11 if the program is federally assisted in any manner (42 CFR 2.2b(1)(2)). Information may only be disclosed in accordance with 42 CFR Part 2, and the Subrecipient is responsible for assuring security and confidentiality of all electronically transmitted patient material.
23. **Intangible Property Rights** (Pursuant to 2 CFR 200.315 and 45 CFR 75.322):
- i. Title to intangible property 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).
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. Freedom of Information Act:
 - i. 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

Exhibit F: Federal Grant Compliance Requirements

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)).

- ii. Published research findings means when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal; or
 - b. 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.
- iii. 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:
 - a. 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
 - b. 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.

vi. The requirements set forth in paragraph (v)(i) of this section do not apply to commercial organizations.

vii. 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.

24. **Crediting Grant on Publications and Conference Materials:** Conference materials and other publications funded by this agreement must include language that conveys the following:

- i. The publication, event or conference was funded [in part or in whole] by SAMHSA Grant #[APPLICABLE GRANT NUMBER MUST BE PROVIDED];
- ii. 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;
- iii. Mention of trade names, commercial practices or organizations does not imply endorsement by the U.S. Government or the Commonwealth of Virginia.

25. **Trafficking Victims Protection Act:** This agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). See <http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>.

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

Exhibit F: Federal Grant Compliance Requirements

27. **Executive Order 13410 Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs:** In the exchange of patient level health information to external entities, the Subrecipient must:
- Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement; and
 - 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 this agreement.
28. **Welfare-to-Work:** The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.
29. **Applicable Laws and Courts:** This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.
30. **Drug Free Workplace:** During the performance of this agreement, the Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
31. **Confidentiality of Alcohol and Drug Abuse Patient Records:** Pursuant to 45 CFR 2 all project patients' records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The 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.
32. **Prohibition on the use of Marijuana for Treatment:** 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 DEA 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.
33. **Accessibility Provisions:** The Subrecipient must administer their programs in compliance with Federal civil rights law. This means that the Subrecipient 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 the programs are accessible to persons with limited English proficiency.

Exhibit F: Federal Grant Compliance Requirements

34. **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.
35. **Same-Sex Marriage Requirements:** Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in this program. This means that, as a recipient of these funds you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.
36. **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.
37. **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, 45 C.F.R. § 75, the Department of Health and Human Services Grant Policy Statement, SAMHSA Grant Administration Policies and Regulations, the relevant Funding Opportunity Announcement (FOA), relevant Notice of Award (NOA), or any other source.
38. **Equal Treatment for Faith-Based Organizations:** The Subrecipient assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith-Based Organizations Regulations, in its receipt and use of federal Mental Health Services and SABG funds and federal funds for Projects for Assistance in Transitions from Homelessness programs. The regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

III. 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-18-015) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** State Opioid Response Grant funds may not be used to:
 - i. Pay for any lease beyond the project period.

Exhibit F: Federal Grant Compliance Requirements

- ii. Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
- iii. 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.)
- iv. Provide detoxification services unless it is part of the transition to MAT with extended release naltrexone.
- v. 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 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow-up interview.
- vi. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Funding Opportunity Announcement. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
- vii. Support non-evidence-based treatment approaches.
- viii. 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.
- ix. To provide 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 FDA-approved medications for the treatment of substance use disorders.
- x. To provide incentives to any health care professional for receipt of data waiver or any type of professional training development.
- xi. Directly or indirectly, 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 health disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under and 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.

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.

Exhibit F: Federal Grant Compliance Requirements

c. **Limitations on Reimbursements:** 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 40 days after the end of the Period of Performance provided on the initial signature page of Exhibit D.

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, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement

d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. 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 as defined in this agreement

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 Ramona Howell

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

In consideration of the execution of this agreement by 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 this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

2. Substance Abuse Prevention and Treatment Block Grant (SUD FBG)

Pursuant to the Substance Abuse Prevention and Treatment Block Grant (SAPTBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures:** No SAPTBG funds may not be used for any of the following purposes:

Exhibit F: Federal Grant Compliance Requirements

- 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:**
1. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
 2. 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)).
 3. 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)).
 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.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

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, 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.

Exhibit F: Federal Grant Compliance Requirements

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

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Ramona Howell

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

In consideration of the execution of this agreement by 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 this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

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 as a result of this agreement.

- 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

Exhibit F: Federal Grant Compliance Requirements

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, the elderly, individuals with a Serious Mental Illness (SMI), and residents of the service areas of the center who have been discharged from inpatient treatment at a mental health facility; 3) 24-hour-a-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).
 4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
 6. Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional disturbance who are involved with the criminal justice system or during incarceration.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

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, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

- d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days prior to the end of the Period of Performance referenced in the Exhibit D. 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.

Exhibit F: Federal Grant Compliance Requirements

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Ramona Howell

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

In consideration of the execution of this agreement by 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 this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

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

Pursuant to the Notice of Award received by DBHDS, Funding Opportunity Announcements (SM-19-F2 and 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 as a result of this agreement.

- 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:
 - i. Outreach services;
 - ii. Screening and diagnostic treatment services;
 - iii. Habilitation and rehabilitation services;
 - iv. Community mental health services;
 - v. Alcohol or drug treatment services;
 - vi. 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;
 - vii. Case management services including:
 1. 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;

Exhibit F: Federal Grant Compliance Requirements

2. 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;
 3. 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;
 4. Referring the eligible homeless individual for such other services as may be appropriate; and
 5. 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;
 - viii. Supportive and supervisory services in residential settings;
 - ix. Referrals for primary health services, job training, educational services, and relevant housing services;
 - x. Minor renovation, expansion, and repair of housing (as defined in the Definitions section of this Exhibit);
 - xi. Planning of housing;
 - xii. Technical assistance in applying for housing assistance;
 - xiii. Improving the coordination of housing services;
 - xiv. Security deposits;
 - xv. The costs associated with matching eligible homeless individuals with appropriate housing situations;
 - xvi. One-time rental payments to prevent eviction;
 - xvii. 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:
 - i. Are suffering from a serious mental illness; or
 - ii. Are suffering from a serious mental illness and from a substance use disorder; and
 - iii. 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:
 - i. Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or
 - ii. 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.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. Subrecipients may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).
 6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

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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, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

- d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. 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 Ramona Howell

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

In consideration of the execution of this agreement by 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 this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

5. Strategic Prevention Framework Partnerships For Success (SPF-PFS) Grant

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (SP-15-003) associated with the Strategic Prevention Framework Partnerships for Success Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** SPF-PFS Grant funds may not be used for any of the following purposes:
1. Pay for any lease beyond the project period.
 2. Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
 3. Pay for the purchase or construction of any building or structure to house any part of the program. (Subrecipients may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)

Exhibit F: Federal Grant Compliance Requirements

4. Pay for housing other than residential mental health and/or substance use disorder treatment.
 5. 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.)
 6. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
 7. Only allowable costs associated with the use of federal funds are permitted to fund EBPs. Other sources of funds may be used for unallowable costs (e.g. meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
 8. Make direct payments to individuals to induce them to enter prevention or treatment services. However, grant funds may be used for non-clinical support services (e.g. bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
 9. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, grant funds may be used for non-cash incentives of up to \$30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow-up. This amount may be paid for participation in each required interview.
 10. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Performance Contract. Grant funds may be used for light snacks, not to exceed \$2.50 per person.
 11. Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.
 12. Pay for pharmacologies for HIV antiretroviral therapy, Sexually Transmitted Diseases (STD)/Sexually Transmitted Illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.
- b. **Grant Guidelines:**
1. Subrecipients must use the grant money to fund comprehensive, data-driven substance disorder use prevention strategies to continue to accomplish the following goals:
 - i. Prevent the onset and reduce the progression of substance use disorder;
 - ii. Reduce substance use disorder-related problems;
 - iii. Strengthen prevention capacity/infrastructure at the state, tribal, and community levels and;
 - iv. Leverage, redirect and align state/tribal-wide funding streams and resources for prevention.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.
- 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, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.
- d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. 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 as defined in this agreement

Exhibit F: Federal Grant Compliance Requirements

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 Ramona Howell

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

In consideration of the execution of this agreement by 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 this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

6. Young Adult Substance Abuse Treatment Implementation Grant

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-17-002) associated with the Youth Treatment Implementation Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** Young Adult Substance Abuse Treatment Implementation Grant funds may not be used for any of the following purposes:
1. Pay for any lease beyond the project period.
 2. Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
 3. Pay for the purchase or construction of any building or structure to house any part of the program. (Subrecipients may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
 4. Pay for housing other than residential mental health and/or substance use disorder treatment.
 5. 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.)
 6. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
 7. Only allowable costs associated with the use of federal funds are permitted to fund EBPs. Other sources of funds may be used for unallowable costs (e.g. meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
 8. Make direct payments to individuals to induce them to enter prevention or treatment services. However, grant funds may be used for non-clinical support services (e.g. bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.

Exhibit F: Federal Grant Compliance Requirements

9. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, grant funds may be used for non-cash incentives of up to \$30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow-up. This amount may be paid for participation in each required interview.
 10. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Performance Contract. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
 11. Consolidated Appropriations Act, 2016, Division H states, SEC. 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase 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.
 12. Pay for pharmacologies for HIV antiretroviral therapy, Sexually Transmitted Diseases (STD)/Sexually Transmitted Illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.
- b. **Grant Guidelines:**
1. Funds must be used to improve capacity to increase access to treatment and to improve the quality of treatment for adolescents and transitional youth aged 16-25, and their families/primary caregivers through:
 - i. Expanding and enhancing SUD treatment services for adolescents and transitional youth aged 16-25;
 - ii. Involving families, adolescents, and transitional aged youth at the state/territorial/tribal/local levels to inform policy, program, and effective practice;
 - iii. Expanding the qualified workforce;
 - iv. Disseminating Evidence-Based Practices (EBPs);
 - v. Developing funding and payment strategies that support EBPs in the current funding environment; and
 - vi. Improving interagency collaboration.
 2. Subrecipients must address each of the following required activities:
 - i. Provide outreach and other engagement strategies to increase participation in, and provide access to, treatment for diverse populations (i.e. ethnic, racial, sexual orientation, gender identity, etc.).
 - ii. Provide direct treatment including screening, assessment, care management, and recovery support for diverse populations at risk. Treatment must be provided in outpatient, intensive outpatient, or day treatment settings. Clients must be screened and assessed for the presence of substance use disorders and/or co-occurring mental and substance use disorders, using an assessment instrument(s) that is evidence-based, and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such disorders.
 - iii. Provide youth recovery support services and supports (e.g. recovery coaching, vocational, educational, and transportation services) designed to support recovery and improve access and retention.
 - iv. Provide the EBPs in assessment(s) and treatment intervention(s), selected in consultation with DBHDS for the population of focus.

Exhibit F: Federal Grant Compliance Requirements

- v. Participate in a provider collaborative, managed by DBHDS, that, at a minimum, provides the following:
 - 1. Direct treatment for SUD and/or co-occurring substance use and mental disorders and recovery support services to the population of focus;
 - 2. Identifies and addresses common provider-level administrative challenges in providing substance abuse treatment and recovery support services to the population of focus;
 - 3. Develops and implements a common continuous quality improvement/quality assurance plan across the providers in the collaborative to improve the services provided;
 - 4. Identifies and addresses common barriers faced by the population of focus in accessing services; and
 - 5. Promotes coordination and collaboration with family support organizations to assist in the development of peer support services and strengthen services for the population of focus who have, or are at risk of SUD and/or co-occurring substance use and mental disorders.
- 3. Subrecipients must screen and assess clients for the presence of SUD and/or co-occurring mental and substance use disorders 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.
- 4. Subrecipients must utilize third party and other revenue realized from the provision of services to the extent possible and use Youth Treatment Implementation Grant funds only for services to individuals who are not covered by public or commercial eHealth 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 are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Subrecipients should also consider other systems from which a potential service recipient may be eligible for services if appropriate for and desired by that individual to meet his/her needs. In addition, subrecipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

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, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

- d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. 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 as defined in this agreement

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

Exhibit F: Federal Grant Compliance Requirements

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C/O Ramona Howell

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

In consideration of the execution of this agreement by 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 this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

7. State Pilot Grant Program for Treatment for Pregnant and Postpartum Women (PPW)

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-17-016) associated with the PPW-PLT Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** PPW Grant funds may not be used for any of the following purposes:
 1. Pay for any lease beyond the project period.
 2. Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
 3. Pay for the purchase or construction of any building or structure to house any part of the program. (Subrecipients may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
 4. Pay for housing other than residential mental health and/or substance use disorder treatment.
 5. 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.)
 6. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
 7. Only allowable costs associated with the use of federal funds are permitted to fund EBPs. Other sources of funds may be used for unallowable costs (e.g. meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
 8. Make direct payments to individuals to induce them to enter prevention or treatment services. However, grant funds may be used for non-clinical support services (e.g. bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
 9. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, grant funds may be used for non-cash incentives of up to \$30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow-up. This amount may be paid for participation in each required interview.

Exhibit F: Federal Grant Compliance Requirements

10. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in this Performance Contract. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
11. Consolidated Appropriations Act, 2016, Division H states, SEC. 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase 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.
12. Pay for pharmacologies for HIV antiretroviral therapy, Sexually Transmitted Diseases (STD)/Sexually Transmitted Illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.

b. **Grant Guidelines:**

1. Subrecipients must utilize third party and other revenue realized from the provision of services to the extent possible and use grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.

c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

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, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. 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 as defined in this agreement

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C/O Ramona Howell

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

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever

Exhibit F: Federal Grant Compliance Requirements

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

IV. List of Federal Grants

Provided in the chart below is a current list of the federal grants that DBHDS passes-through to CSBs and the required identifying information that should be used to categorize and track these funds.

SAMHSA GRANTS	
GRANT NAME: State Opioid Response Grant (SUD Federal Opioid Response) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI081682 FEDERAL AWARD DATE: 2/19/2018 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: 93.788 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO FEDERAL GRANT AWARD YEAR: FFY 2019 AWARD PERIOD: 9/30/2019 – 9/29/2020	GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B08TI010053-19 FEDERAL AWARD DATE: 6/12/2019 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: 93.959 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO FEDERAL GRANT AWARD YEAR: FFY 2019 AWARD PERIOD: 10/1/2018 – 9/30/2020
GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B08TI010053-20 FEDERAL AWARD DATE: TBD 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: 93.959 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 10/1/2019 – 9/30/2021	GRANT NAME: Community Mental Health Services Block Grant (MH FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B09SM010053-19 FEDERAL AWARD DATE: 12/26/2018 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: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists FEDERAL GRANT AWARD YEAR: FFY 2019 AWARD PERIOD: 10/1/2018 – 9/30/2020

Exhibit F: Federal Grant Compliance Requirements

GRANT NAME: Community Mental Health Services Block Grant (MH FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B09SM010053-20 FEDERAL AWARD DATE: TBD 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: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 10/1/2019 – 9/30/2021	GRANT NAME: Projects for Assistance in Transition from Homelessness (PATH) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): X06SM016047-19 FEDERAL AWARD DATE: 8/28/2019 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: 93.15 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO FEDERAL GRANT AWARD YEAR: FFY 2019 AWARD PERIOD: 9/1/2019 – 8/31/2020
GRANT NAME: Projects for Assistance in Transition from Homelessness (PATH) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): X06SM016047-20 FEDERAL AWARD DATE: TBD 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: 93.15 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 9/1/2020 – 8/31/2021	GRANT NAME: Strategic Prevention Framework Partnerships For Success (SPF-PFS) Grant FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SP020791 FEDERAL AWARD DATE: 2/8/2016 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: 93.243 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 9/30/2019 – 9/29/2020
GRANT NAME: Young Adult Substance Abuse Treatment Implementation Grant (YSAT) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI080197 FEDERAL AWARD DATE: 5/16/2017 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: 93.243 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 9/30/2019 – 9/29/2020	GRANT NAME: Young Adult Substance Abuse Treatment Implementation Grant (YSAT) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI080197 FEDERAL AWARD DATE: TBD 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: 93.243 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists FEDERAL GRANT AWARD YEAR: FFY 2021 AWARD PERIOD: 9/30/2020 – 9/29/2021

Exhibit F: Federal Grant Compliance Requirements

<p>GRANT NAME: State Pilot Grant Program for Treatment for Pregnant and Postpartum Women (PPW)</p> <p>FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): TI080766</p> <p>FEDERAL AWARD DATE: 9/14/2017</p> <p>FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA)</p> <p>FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services</p> <p>CFDA NUMBER: 93.243</p> <p>RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> X NO</p> <p>INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists</p> <p>FEDERAL GRANT AWARD YEAR: FFY 2020</p> <p>AWARD PERIOD: 9/30/2019 – 9/29/2020</p>	
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ITEM SUMMARY

DATE: 9/22/2020

TO: Board of Supervisors

FROM: Rebecca Vinroot, Director of Social Services

SUBJECT: Presentation on Options for Collaboration between Colonial Behavioral Health and Olde Towne Medical and Dental Center

ATTACHMENTS:

	Description	Type
▣	Presentation on Options for Collaboration between Colonial Behavioral Health and Olde Towne Medical and Dental Center	Cover Memo
▣	Presentation	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Social Services	Vinroot, Rebecca	Approved	9/11/2020 - 2:05 PM
Publication Management	Daniel, Martha	Approved	9/11/2020 - 2:10 PM
Legal Review	Kinsman, Adam	Approved	9/14/2020 - 1:53 PM
Board Secretary	Fellows, Teresa	Approved	9/15/2020 - 9:55 AM
Board Secretary	Purse, Jason	Approved	9/15/2020 - 10:57 AM
Board Secretary	Fellows, Teresa	Approved	9/15/2020 - 3:51 PM

MEMORANDUM

DATE: September 22, 2020

TO: The Board of Supervisors

FROM: Rebecca Vinroot, Director of Social Services

SUBJECT: Presentation on Options for Collaboration between Colonial Behavioral Health and Olde Towne Medical and Dental Center

Since March 2020, James City County, along with York County, the City of Williamsburg, and the Williamsburg Health Foundation, has been engaged in consultant services from Health Management Associates (HMA) to explore options for collaboration between Colonial Behavioral Health and Olde Towne Medical and Dental Center.

Representatives from all of these organizations have been participating in this process to work together to ensure these key organizations are able to provide primary care and behavioral healthcare services to residents of all three localities. Staff would like to thank these stakeholders for their time and participation in this important process.

HMA has concluded its work and has provided a report of its findings. Staff has invited HMA to present an overview of the findings and recommendations.

RV/md
HMA-CBHOTMDC-mem

HEALTH MANAGEMENT ASSOCIATES

W W W . H E A L T H M A N A G E M E N T . C O M

Mary Kate Brousseau, Sr. Consultant
Gail Mayeaux, Principal
Joshua Rubin, Principal

September 2020

Options for Collaboration Between Olde
Towne Medical and Dental Center and
Colonial Behavioral Health



■ AGENDA

- ❑ Implications of Health Care Environment
- ❑ Our Process and Findings
- ❑ Imperatives
 - ❑ Clinical Imperative
 - ❑ Financial Imperative
 - ❑ Workforce Imperative
 - ❑ Public Policy Imperative
- ❑ Options for Consideration
- ❑ Creating a “Glide Path” for a Future Model

■ IMPLICATIONS OF CURRENT HEALTH CARE ENVIRONMENT

- + Current models of single-specialty care are not sustainable long-term**
 - + Olde Towne and Colonial Behavioral Health both offer only single specialty with limited behavioral health or primary care**
 - + Need to evolve rapidly to an integrated model**
- + Data sophistication is essential**
 - + Olde Towne does not have an IT department and has legacy EHR issues**
- + Medicaid providers need to get efficient at capturing all available revenue**
 - + Current model de-emphasizes patient service revenue**
 - + Need staffing/infrastructure to assist with enrollment and re-enrollment into Medicaid**





OUR PROCESS AND FINDINGS

HEALTH MANAGEMENT ASSOCIATES

■ ROBUST DATA AND INFORMATION GATHERING

- + **Review of programmatic and financial data for both organizations**
- + **Key informant and essential stakeholder interviews**
 - + **13 OTMDC staff and Board members**
 - + **13 CBH staff and Board members**
 - + **11 stakeholders**
- + **Environmental scan**
 - + **Federal policy**
 - + **State policy**
 - + **Local data**



■ CBH PROGRAM QUALITY

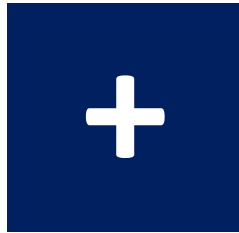


- + CARF accreditation for one program
 - + MAT program
 - + Anthem gold card
 - + Engaged clinicians
- + On-site Genoa pharmacy
 - + Cerner implementation
- + Trauma Informed Community Network
 - + Behavioral Health Home



- + Siloed services
- + Uneven performance management
- + Coordinators are working managers
- + Insufficient capacity
- + Not always free to clients
- + Not integrated into a comprehensive, coordinated, integrated system of care

OTMDC PROGRAM QUALITY



- + Perinatal care
- + Quality initiatives tracking depression screening, chronic diagnoses
- + No formalized care management function
- + CBH Medical Director provides co-located BH



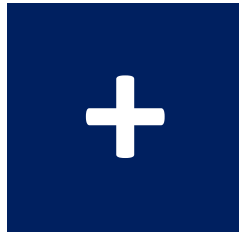
- + Not a NCQA PCMH
- + Problematic EHR
- + No SDH metrics
- + No closed loop referrals
- + Not tracking lost to care/missed appointments/access to care
- + Not integrated into a comprehensive, coordinated, integrated system of care



- + York County relationship
 - + VRS access
- + State, local, and foundation grants
- + History of excellent financial management



- + Medicaiding of BH services has caused structural reimbursement problems
 - + Productivity does not drive revenue
- + Per capita costs increasing faster than per capita revenues
- + Cash poor
- + Net deficit funding on many services makes it hard to build up rainy day fund



- + James City County relationship
 - + VRS access
- + Exceeded revenue plan in each of the last three years
- + Patient service revenue growth
 - + Declining percentage of operating budget from local and foundation grants
- + Costs and expenses per user flat
 - + Large endowment



- + History of poor financial performance
- + Patient service revenue accounts for 20% of budget
- + Foundation and local grants accounts for more than 50% of revenue
- + Gap between revenue per visit and cost per visit is over 80%



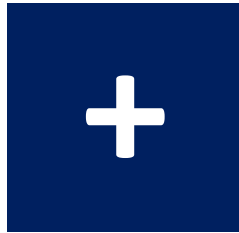
- + Exceptionally long tenures
- + Dedication to the population
- + Flexible work environment
 - + Partial embrace of WFH
- + Confidence in leadership
 - + VRS benefits



- + Exceptionally long tenures
 - + 50-60 retirements projected
- + Need to attract workforce without VRS Plan 1
- + Insufficient bench
- + Thin administration

Even before COVID HRSA was projecting a nationwide BH practitioner shortage of between 27,000 and 250,000 FTE by 2025

Source: <https://bhwa.hrsa.gov/sites/default/files/bhw/health-workforce-analysis/research/projections/behavioral-health2013-2025.pdf>



- + ANPs are very productive
- + Dedication to the population
- + Good nurse-to-provider ratios
 - + VRS benefits
- + Leadership transition



- + Thin staffing
 - + Support staff ratios are significantly out of range
 - + No IT/data staffing
- + Need to attract workforce without VRS Plan 1
- + Insufficient bench
- + Leadership transition



IMPERATIVES

HEALTH MANAGEMENT ASSOCIATES

■ IMPERATIVES

+ Clinical

- + Implementation of new care models
 - + Integrated care
 - + Care management

+ Financial

- + Efficiencies/economies of scale

+ Human Resources

- + Attract/retain talent
- + Bench depth/transition planning
- + Sufficient support staff to operate efficiently and maximize revenue

+ Public Policy

- + Preparation for VBP
- + Preparation for influx of uninsured and Medicaid recipients due to COVID

A blue-tinted photograph of two healthcare professionals, a man and a woman, sitting at a table and smiling. The woman in the foreground is wearing glasses and has short hair. The man in the background is also smiling. The image is overlaid with a semi-transparent blue filter.

CLINICAL IMPERATIVE

HEALTH MANAGEMENT ASSOCIATES

■ THE CASE FOR INTEGRATION

- +ROI of \$6.50 for every \$1 spent¹
- +70+ randomized controlled trials demonstrate it is both more effective and more cost-effective
 - +Across practice settings²
 - +Across patient populations³
 - +For a wide range of the most common BH disorders⁴
- +Better outcomes for common chronic medical diseases^{5,6}
- +Greater provider satisfaction⁷

1: Unützer J, Harbin H, Schoenbaum M, Druss B. The Collaborative Care Model: An Approach for Integrating Physical and Mental Health Care in Medicaid Health Homes, Health Home Information Resource Center Brief, May 2013.

2: Ibid.

3: Ibid.

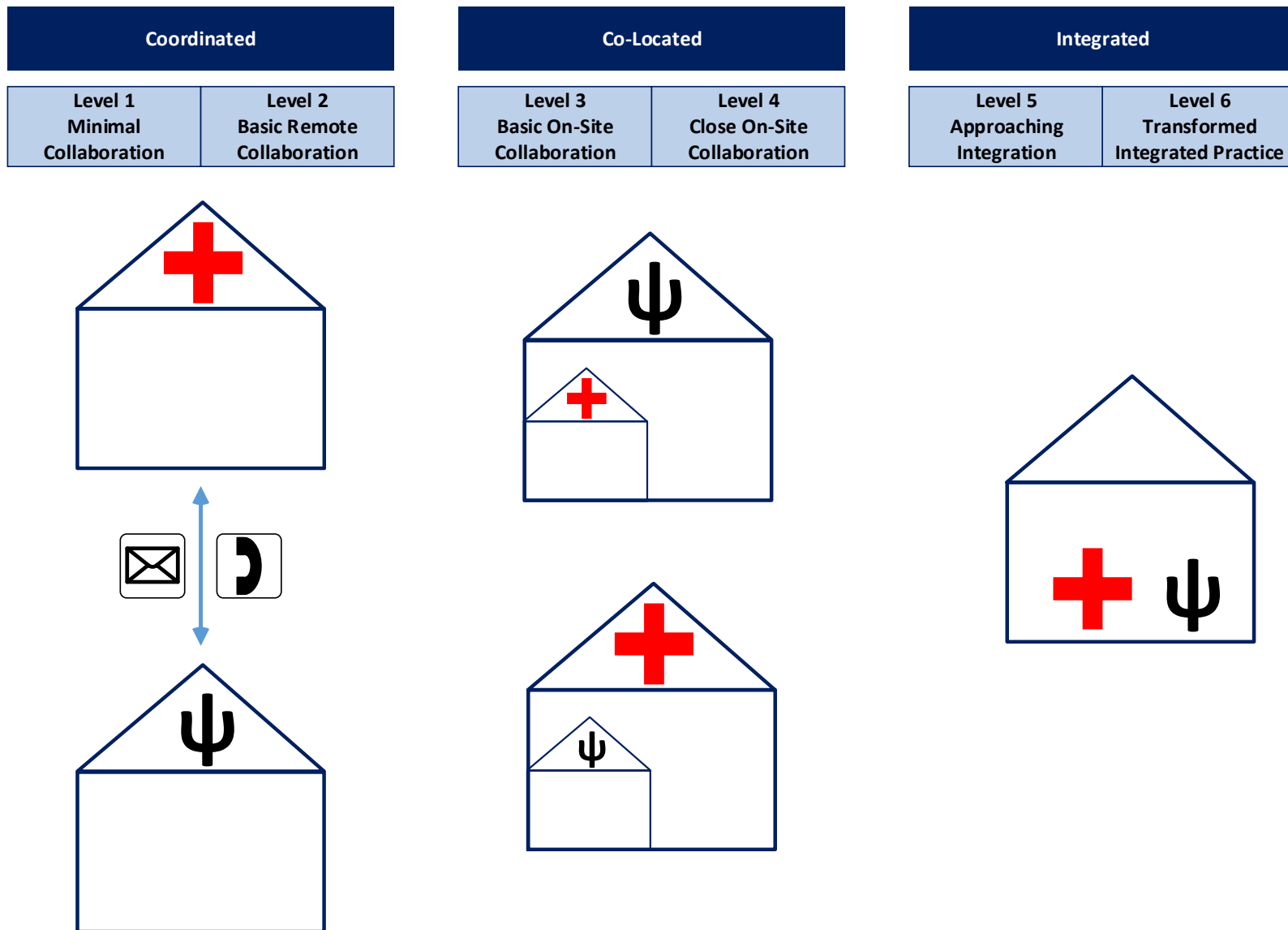
4: Ibid.

5: Hwang W, Chang J, LaClair M, Paz H. Effects of Integrated Delivery System on Cost and Quality. Am J Manag Care. 2013;19(5):e175-e184.

6: Katon WJ, Russo JE, Von Korff M, Lin EH, Ludman E, Ciechanowski PS. "Long-term Effects on Medical Costs of Improving Depression Outcomes in Patients with Depression and Diabetes." Diabetes Care. June 2008;31(6):1155-1159.

7: Levine S, Unützer J, Yip JY, et al. "Physicians' Satisfaction with a Collaborative Disease Management Program for Late-life Depression in Primary Care." General Hospital Psychiatry. November-December 2005;27(6):383-391.

SAMHSA'S SIX LEVEL INTEGRATION FRAMEWORK

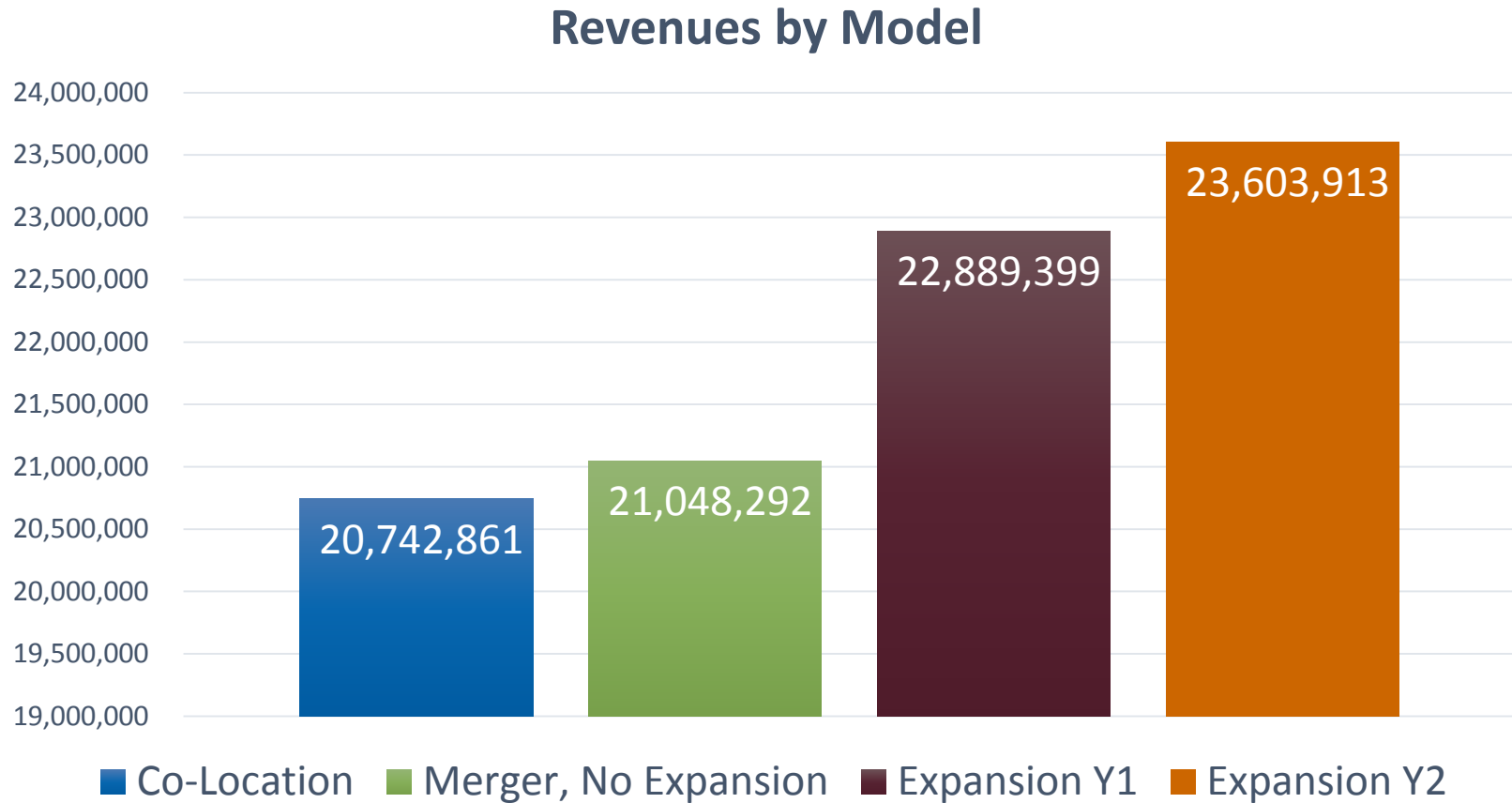




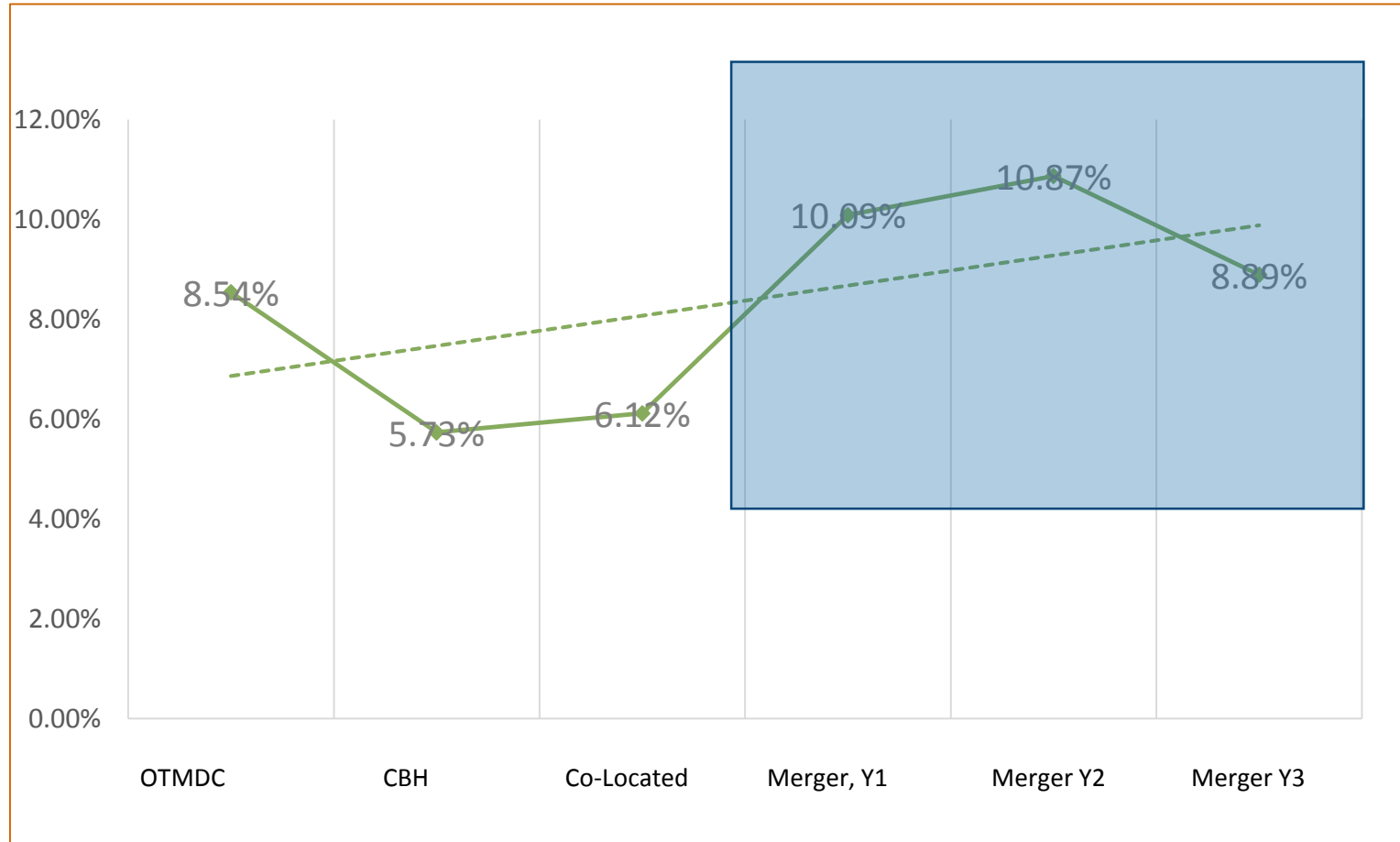
FINANCIAL IMPERATIVE

HEALTH MANAGEMENT ASSOCIATES

REVENUES BY PROSPECTIVE MODELS:



PROFITABILITY BY PROSPECTIVE MODELS:



■ DIFFERENCES BETWEEN THE MODELS

- + Co-location offers only limited savings**
 - + Co-location offers limited savings, only physical plant savings**
 - + No “pooled resources” to strategize around expansion of services**
- + Merged with no changes improves profitability, but not sustainability:**
 - + Merged offers savings with some limited staff attrition and physical plant savings**
 - + Overall anticipated better capture of non-shared patients**
- + Merged with defined expansion offers profitability and sustainability**
 - + Defined expansion builds out total organizational model to help drive non-visit revenue**
 - + Expanded model provides for long-term sustainability**
 - + Reduced reliance on locality funding over time**





HUMAN RESOURCES IMPERATIVE

HEALTH MANAGEMENT ASSOCIATES

■ HUMAN RESOURCES IMPERATIVE

- + Enough resources to build out staffing to plan for long-term sustainability and transition to population-based health
- + Benefits structure which supports retention efforts of existing staff
- + Resources to effectively recruit new staff, including competitive salaries and benefits, along with engaging work environment
- + An ability to address workforce shortages and provider burnout
- + Providers prefer to work in integrated settings¹
 - + They express higher levels of satisfaction²
 - + They perceive the system to function better, and they have a better perception of their own knowledge³
 - + They perceive that the care is more patient-centered, that care management is improved, and that patients and providers work more closely together⁴
 - + They perceive that care coordination is more effective across different sectors⁵

1: doi:[10.1007/s10597-015-9837-9](https://doi.org/10.1007/s10597-015-9837-9)

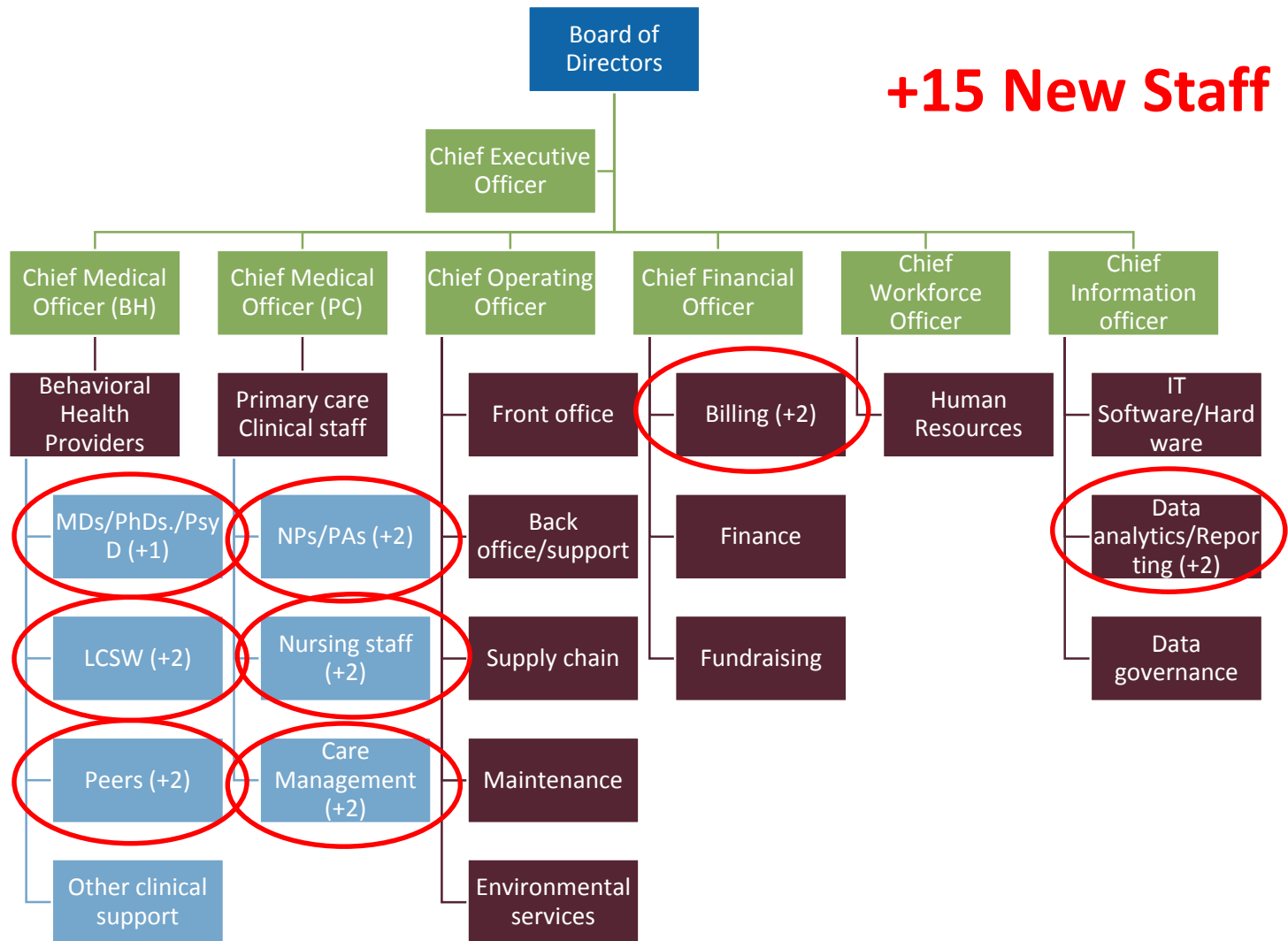
2: doi: [10.1016/j.genhosppsych.2013.06.011](https://doi.org/10.1016/j.genhosppsych.2013.06.011)

3: doi: [10.1016/j.genhosppsych.2017.03.005](https://doi.org/10.1016/j.genhosppsych.2017.03.005)

4: doi: [10.1177/1077558717745936](https://doi.org/10.1177/1077558717745936)

5: doi: [10.1371/journal.pone.0216488](https://doi.org/10.1371/journal.pone.0216488)

PROPOSED ORGANIZATIONAL CHART

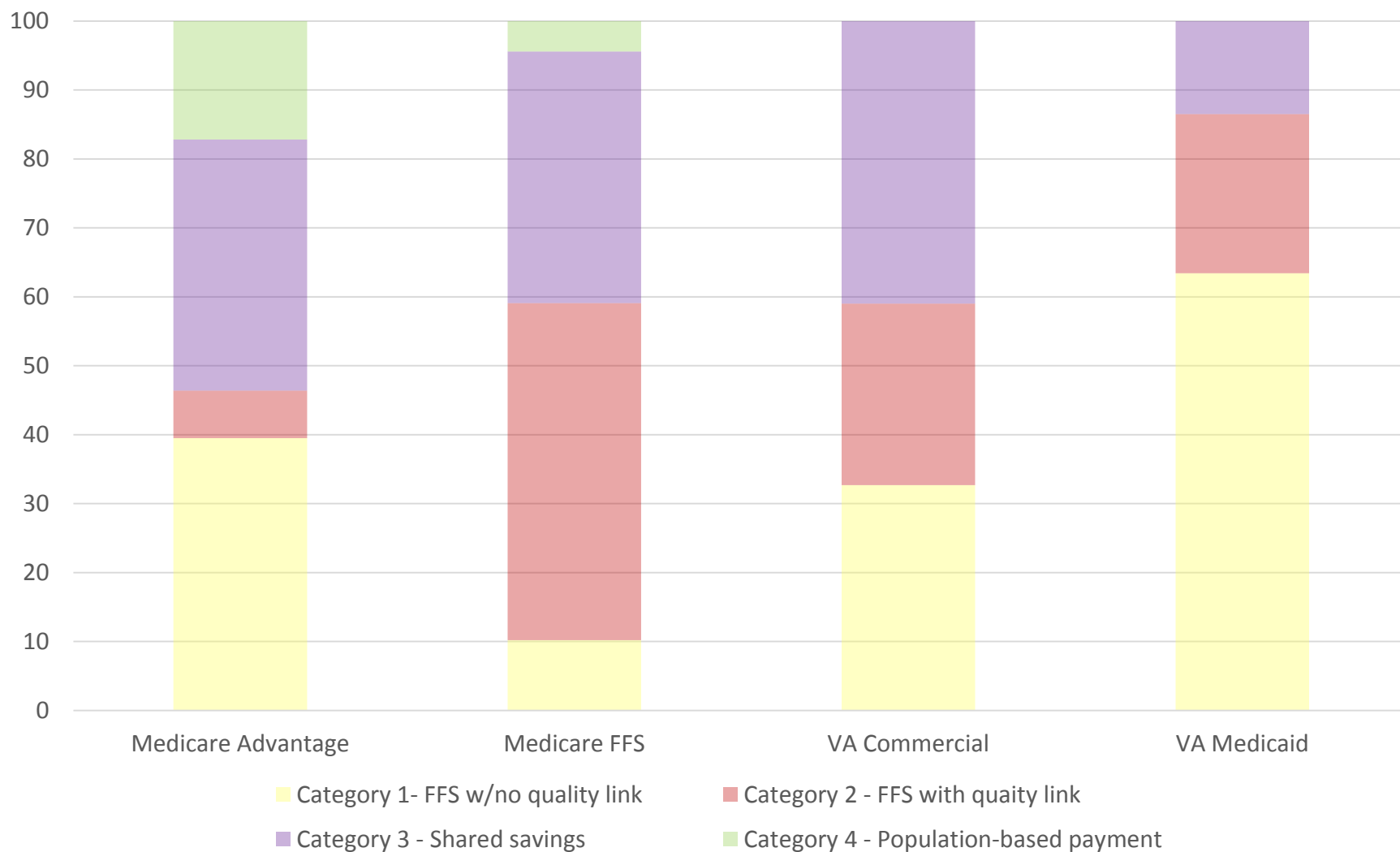


A woman with long brown hair, wearing a dark patterned top, is seated at a desk in an office. She is looking down, possibly at a laptop or documents. The desk has a keyboard, a Starbucks cup, and other office supplies. The entire image is covered with a semi-transparent blue filter.

PUBLIC POLICY IMPERATIVE

HEALTH MANAGEMENT ASSOCIATES

■ ALTERNATIVE PAYMENT MODEL PENETRATION

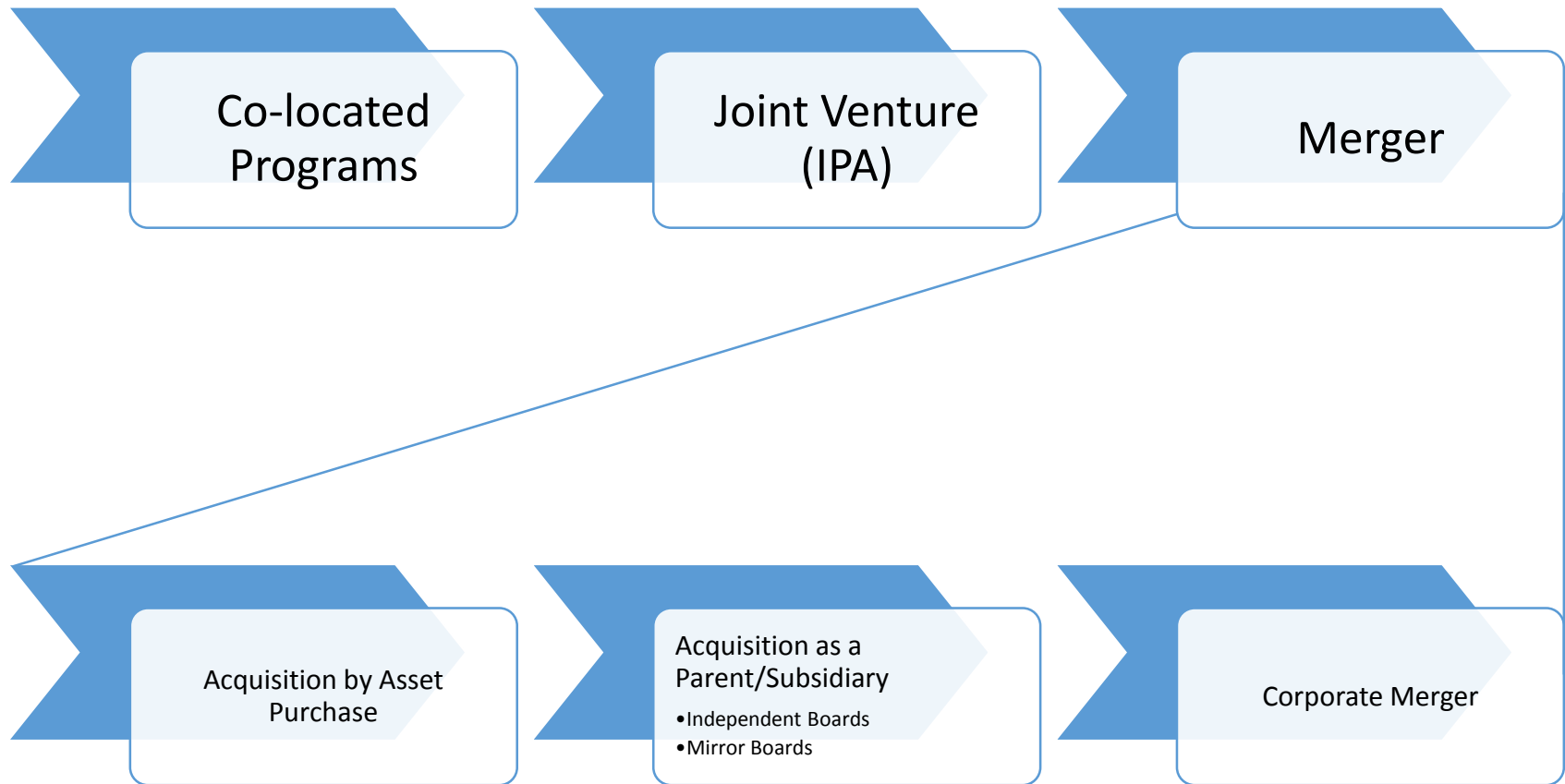


A blue-tinted photograph of three people in an office. A man is seated on the left, looking down at papers. A woman stands in the center, leaning over a desk and pointing at a document. Another woman is seated on the right, also looking at the document. The background shows office shelves and a window.

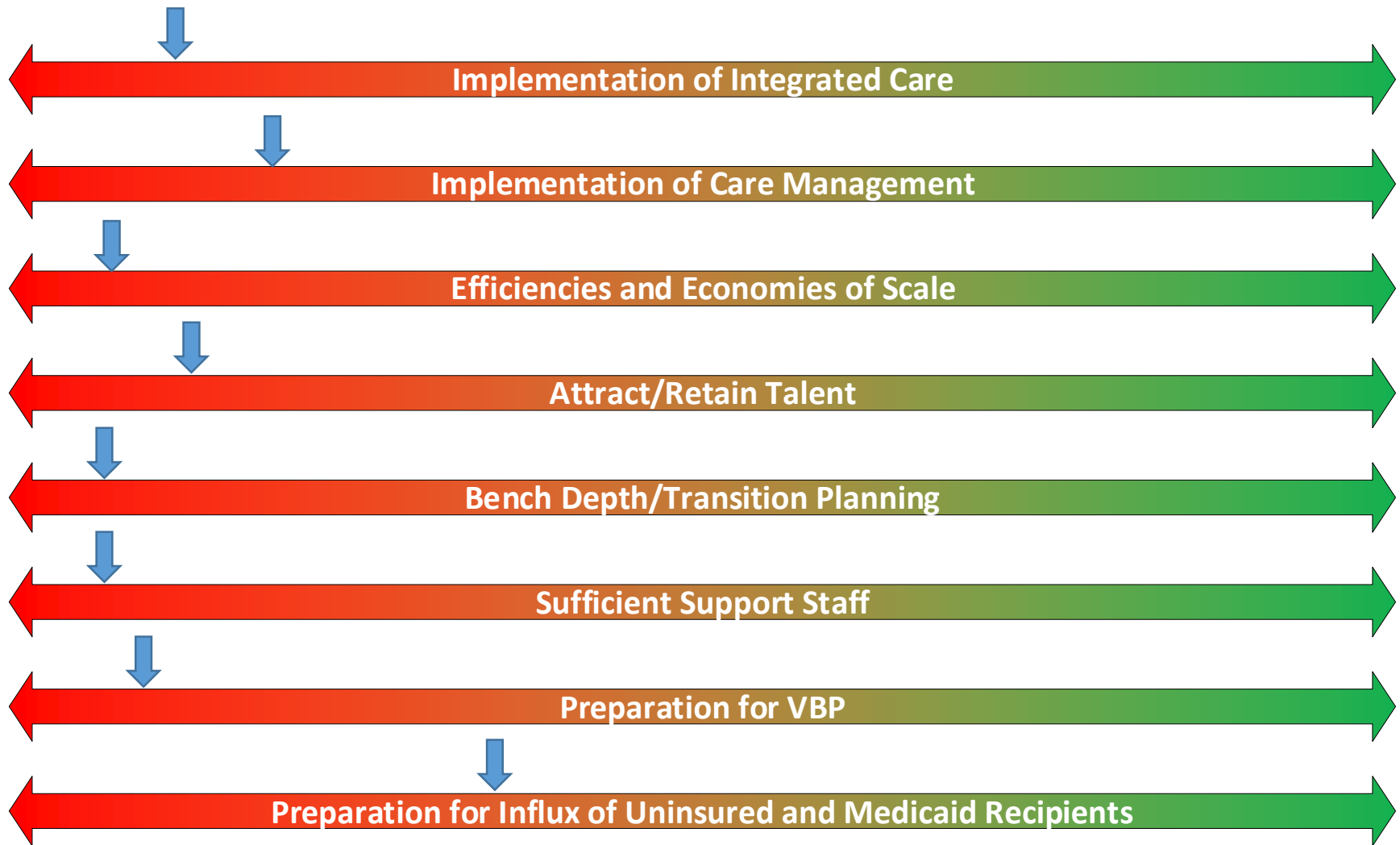
OPTIONS FOR CONSIDERATION

HEALTH MANAGEMENT ASSOCIATES

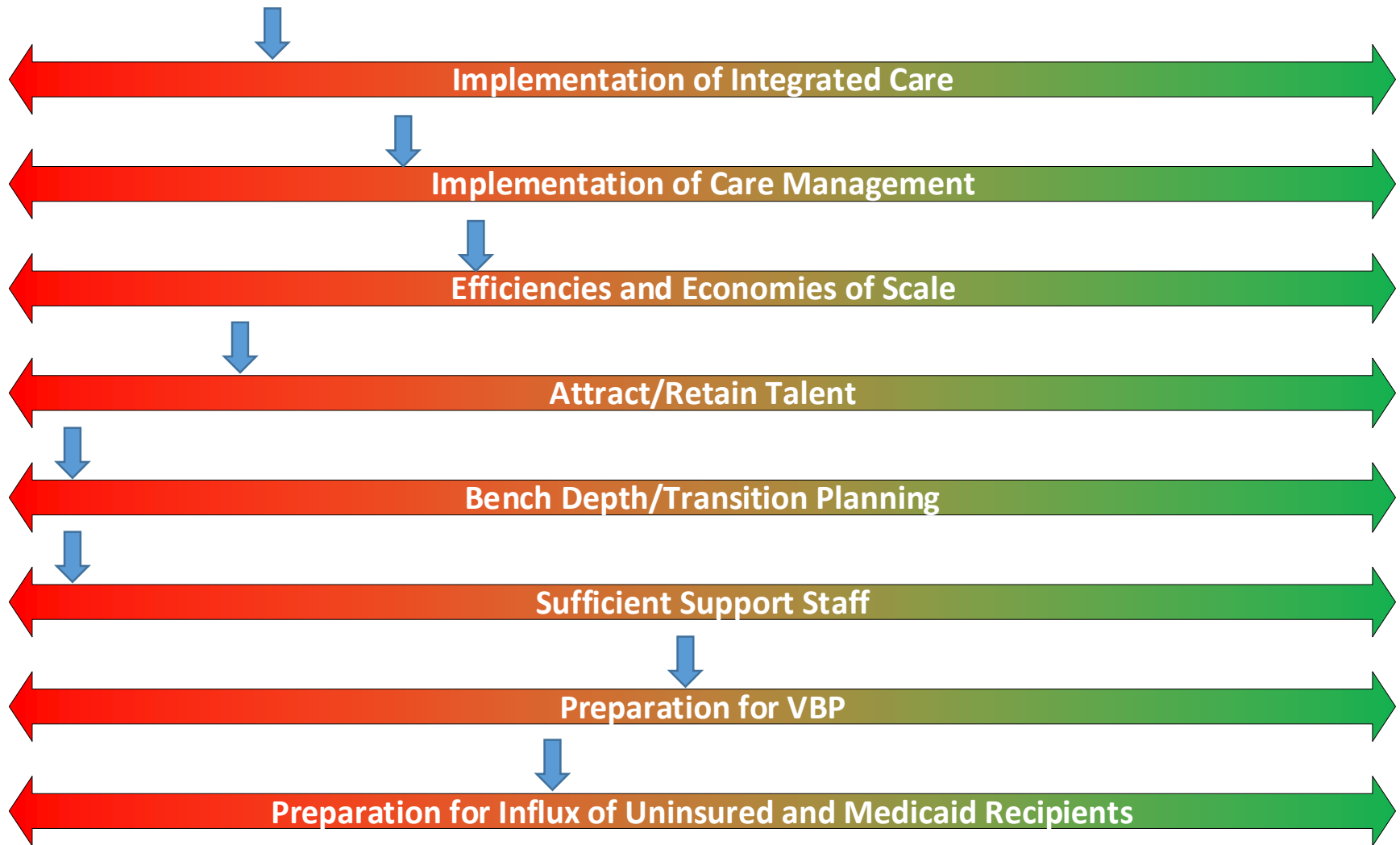
■ OPTIONS SPECTRUM



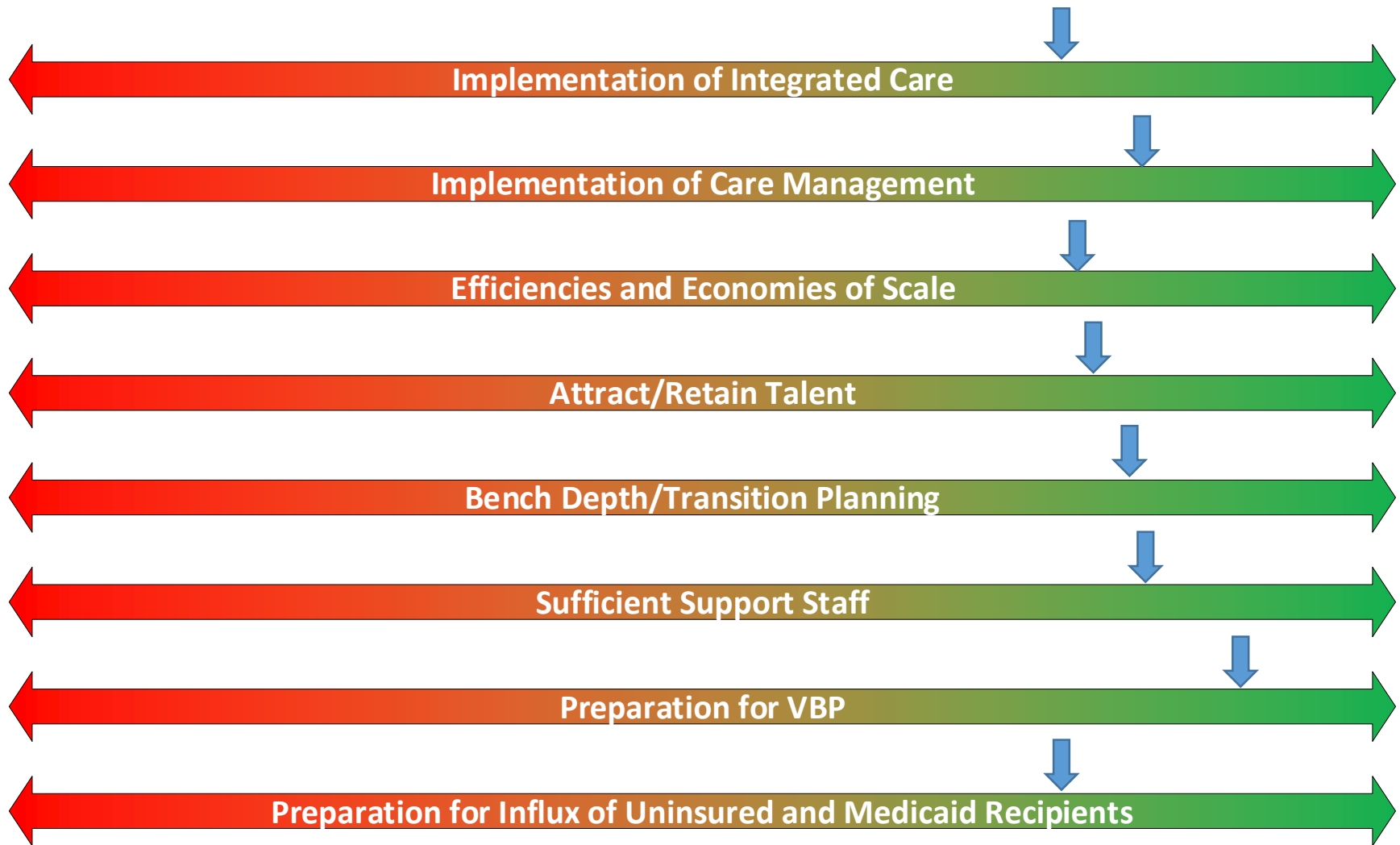
■ IMPLICATIONS OF CO-LOCATED PROGRAMS FOR IMPERATIVES



■ IMPLICATIONS OF IPA ESTABLISHMENT FOR IMPERATIVES



■ IMPLICATIONS OF A MERGER FOR IMPERATIVES

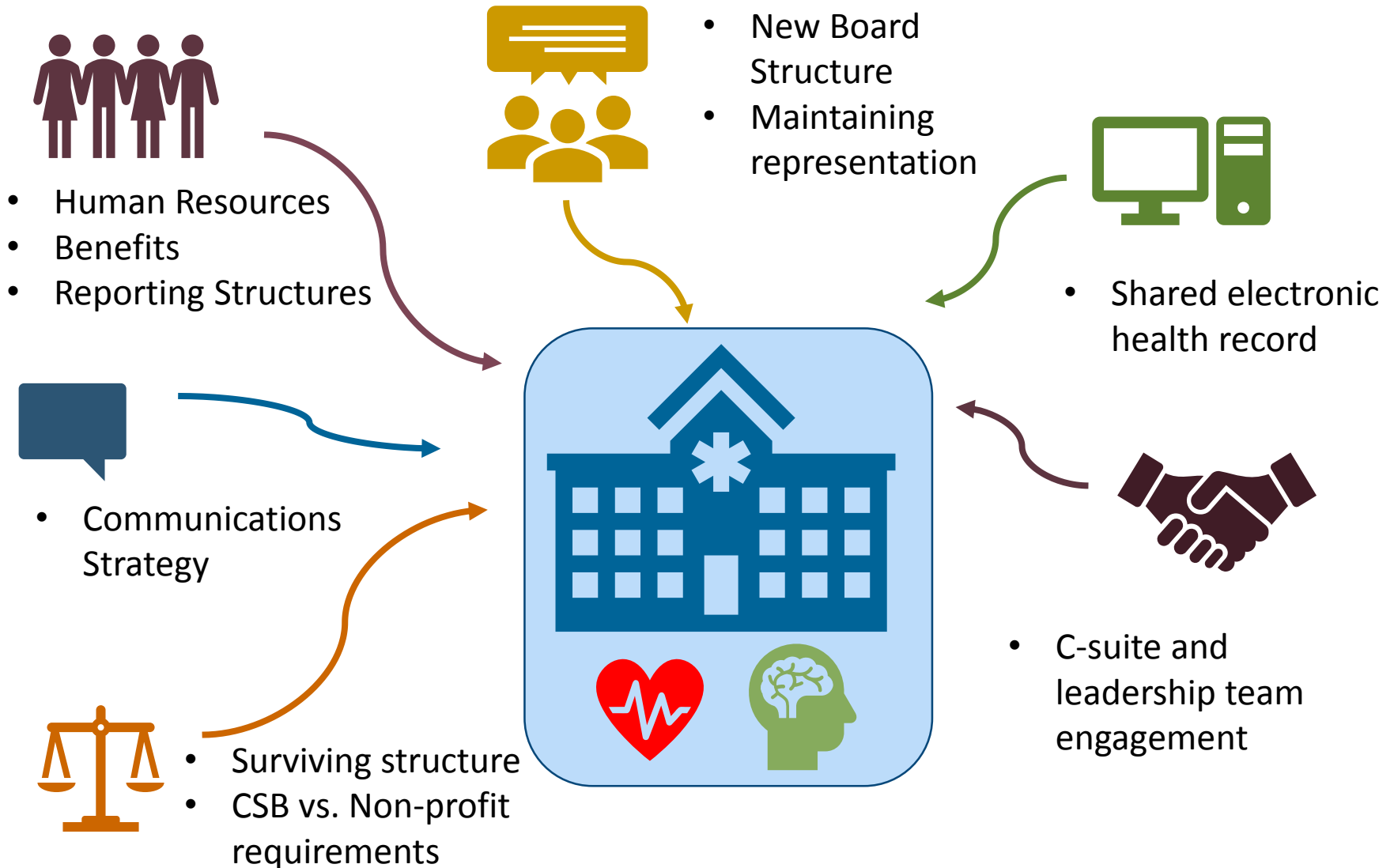




CREATING A “GLIDE PATH” TO A FUTURE MODEL

HEALTH MANAGEMENT ASSOCIATES

CREATING A “GLIDE PATH” TO A FUTURE MODEL



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HEALTH MANAGEMENT ASSOCIATES

ITEM SUMMARY

DATE: 9/22/2020

TO: The Board of Supervisors

FROM: Shawn Gordon, Chief Civil Engineer, Capital Projects

SUBJECT: Space Needs Assessment

ATTACHMENTS:

	Description	Type
	Presentation	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/14/2020 - 12:50 PM



JAMES CITY COUNTY ADMINISTRATION SPACE NEEDS ASSESSMENT

Board of Supervisors Presentation

September 22, 2020

MOSELEYARCHITECTS

OVERVIEW AND GOALS

- Overview
 - Identified needs for current, 5-year, 10-year, and 20-year planning horizons
 - Used corresponding James City County population range projections
- Goals
 - Develop space metrics to determine the amount of space needed by job function
 - Evaluate utilization of existing space; look for efficiencies
 - Apply space metrics and best practices to achieve a baseline assessment of space needs
 - Develop a comprehensive report to create a Facility Master Plan

SPACE NEEDS ASSESSMENT

Project Approach

- Reviewed past studies and project “givens”
- Conducted a kick-off meeting with key staff
- Distributed questionnaires to stakeholders
- Conducted interviews
- Developed space needs
- Conducted benchmark analysis (Albemarle County and Hanover County)
- Prepared existing space allocation exhibits

SPACE NEEDS ASSESSMENT

Project Approach

- Reviewed space needs draft
- Prepared draft report
- Reviewed by executive leadership
- Reviewed by JCC Administration
- Presented to JCC Board of Supervisors
- Prepared final report

SPACE NEEDS ASSESSMENT

Interviews conducted for:

- | | |
|--|--|
| 1. Colonial Community Corrections | 12. Information Resources Management (IRM) |
| 2. Commissioner of the Revenue | 13. James City Service Authority (JCSA) |
| 3. Community Development | 14. Olde Towne Medical Center |
| 4. County Administration | 15. Parks and Recreation |
| 5. County Attorney | 16. Police |
| 6. Economic Development | 17. Social Services |
| 7. Fire and Emergency Medical Services | 18. Treasurer |
| 8. Emergency Management | 19. Voter Registrar |
| 9. Financial Management Services (FMS) | 20. WJCC School Administration |
| 10. General Services | 21. WJCC Courts |
| 11. Human Resources | |

SPACE NEEDS ASSESSMENT

Facilities included in assessment:

- BUILDING A
- BUILDING B
- BUILDING D
- BUILDING E
- BUILDING F
- COLONIAL COMMUNITY CORRECTIONS
- EMERGENCY COMMUNICATIONS
- EOC/SATELLITE SERVICES
- FIRE ADMINISTRATION HEADQUARTERS
- FIRE STATION 1
- FIRE STATION 2
- FIRE STATION 3
- FIRE STATION 4
- FIRE STATION 5
- FUTURE STATION 6
- GENERAL SERVICES BUILDINGS - TEWNING RD
- GENERAL SERVICES BUILDINGS - WARHILL STADIUM
- GENERAL SERVICES - SOLID WASTE
- CONVENIENCE CENTERS
- IRM VIDEO CENTER
- IRONBOUND VILLAGE BUILDING 1
- IRONBOUND VILLAGE BUILDING 2
- IRONBOUND VILLAGE BUILDING 3
- JCSA
- PARKS AND RECREATION - CENTERS - ADMIN SPACE ONLY
- HUMAN SERVICES CENTER
- LAW ENFORCEMENT CENTER
- WJCC SCHOOL BOARD AND CENTRAL OFFICE
- WJCC SCHOOL OPERATIONS AND MAINTENANCE
- WJCC COURTHOUSE

SPACE NEEDS ASSESSMENT

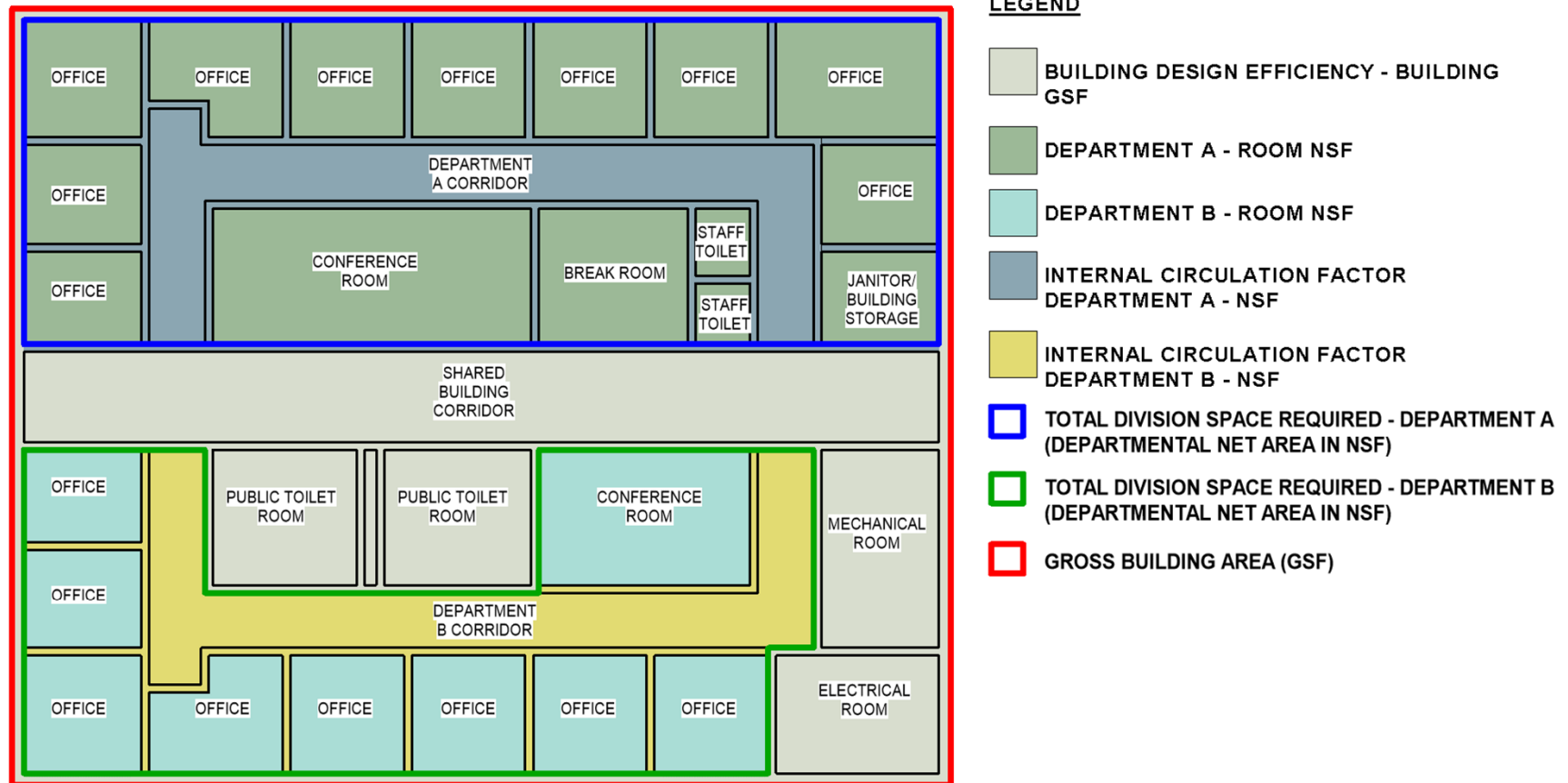


Figure A

SPACE NEEDS SUMMARY – JCC ADMINISTRATION

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES COUNTY ADMINISTRATIVE SPACE SUMMARY - BY BUILDING

SPACE REQUIREMENTS SUMMARY	CURRENT GROSS	CURRENT NEEDS	2030 NEEDS	2040 NEEDS
<u>BUILDING A</u>				
CURRENT / REQUIRED GSF:	6,311 GSF	11,576 GSF	12,951 GSF	13,325 GSF
<u>BUILDING B</u>				
CURRENT / REQUIRED GSF:	8,638 GSF	9,769 GSF	11,527 GSF	12,528 GSF
<u>BUILDING D</u>				
CURRENT / REQUIRED GSF:	10,481 GSF	9,839 GSF	11,574 GSF	11,797 GSF
<u>BUILDING E</u>				
CURRENT / REQUIRED GSF:	9,109 GSF	12,746 GSF	15,318 GSF	16,348 GSF
<u>BUILDING F</u>				
CURRENT / REQUIRED GSF:	24,000 GSF	30,148 GSF	35,037 GSF	35,879 GSF
<u>COLONIAL COMMUNITY CORRECTIONS</u>				
CURRENT / REQUIRED GSF:	6,245 GSF	8,422 GSF	9,322 GSF	10,222 GSF
<u>EMERGENCY COMMUNICATIONS</u>				
CURRENT / REQUIRED GSF:	7,156 GSF	7,810 GSF	8,483 GSF	8,816 GSF
<u>EOC/SATELLITE SERVICES</u>				
CURRENT / REQUIRED GSF:	8,097 GSF	13,284 GSF	13,406 GSF	13,529 GSF
<u>FIRE ADMIN HQ</u>				
CURRENT / REQUIRED GSF:	10,655 GSF	15,284 GSF	17,073 GSF	17,606 GSF
<u>FIRE STATION 1</u>				
CURRENT / REQUIRED GROSS SQ FT AT	24,275 GSF	27,016 GSF	27,016 GSF	27,016 GSF
<u>FIRE STATION 2</u>				
CURRENT / REQUIRED GSF:	6,792 GSF	13,437 GSF	13,437 GSF	13,480 GSF
<u>FIRE STATION 3</u>				
CURRENT / REQUIRED GSF:	10,563 GSF	16,564 GSF	16,936 GSF	17,445 GSF
<u>FIRE STATION 4</u>				
CURRENT / REQUIRED GSF:	14,123 GSF	15,913 GSF	15,913 GSF	15,998 GSF
<u>FIRE STATION 5</u>				
CURRENT / REQUIRED GSF:	6,614 GSF	11,536 GSF	11,536 GSF	11,578 GSF
<u>(FUTURE STATION 6)</u>				
CURRENT / REQUIRED GSF:	N/A GSF	18,131 GSF	18,419 GSF	18,885 GSF

SPACE NEEDS SUMMARY – JCC ADMINISTRATION

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES COUNTY ADMINISTRATIVE SPACE SUMMARY - BY BUILDING

SPACE REQUIREMENTS SUMMARY	CURRENT GROSS	CURRENT NEEDS	2030 NEEDS	2040 NEEDS
<u>GENERAL SERVICES BUILDINGS - TEWNING RD</u>				
CURRENT / REQUIRED GSF:	27,298 GSF	55,925 GSF	67,822 GSF	73,517 GSF
<u>GENERAL SERVICES BUILDINGS - WARHILL STADIUM</u>				
CURRENT / REQUIRED GSF:	4,900 GSF	17,200 GSF	17,200 GSF	17,200 GSF
<u>GS - SOLID WASTE</u>				
CURRENT / REQUIRED GSF:	1,200 GSF	1,497 GSF	1,497 GSF	1,497 GSF
<u>CONVENIENCE CENTERS</u>				
CURRENT / REQUIRED GSF:	240 GSF	320 GSF	427 GSF	427 GSF
<u>IRM VIDEO CENTER</u>				
CURRENT / REQUIRED GSF:	3,893 GSF	7,355 GSF	7,568 GSF	7,568 GSF
<u>IRONBOUND VILLAGE BUILDING 1</u>				
CURRENT / REQUIRED GSF:	5,002 GSF	12,496 GSF	15,723 GSF	17,361 GSF
<u>IRONBOUND VILLAGE BUILDING 2</u>				
CURRENT / REQUIRED GSF:	5,002 GSF	10,805 GSF	12,499 GSF	12,499 GSF
<u>IRONBOUND VILLAGE BUILDING 3</u>				
CURRENT / REQUIRED GSF:	5,002 GSF	10,125 GSF	10,348 GSF	11,104 GSF
<u>JCSA</u>				
CURRENT / REQUIRED GSF:	30,603 GSF	39,603 GSF	41,665 GSF	42,780 GSF
<u>PARKS AND RECREATION - CENTERS - ADMIN SPACE ONLY</u>				
CURRENT / REQUIRED GSF:	4,989 NSF	7,686 GSF	8,276 GSF	8,276 GSF
<u>HUMAN SERVICES CENTER</u>				
CURRENT / REQUIRED GSF:	29,138 GSF	39,413 GSF	42,079 GSF	42,935 GSF
<u>LAW ENFORCEMENT CENTER</u>				
CURRENT / REQUIRED GSF:	49,925 GSF	44,794 GSF	50,321 GSF	52,480 GSF
CURRENT / REQUIRED GROSS SQ FT	320,251 GSF	468,693 GSF	513,374 GSF	532,097 GSF

SPACE NEEDS SUMMARY – WJCC COURTS

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES

SPACE REQUIREMENTS SUMMARY	CURRENT AREA OCCUPIED	CURRENT LOCATION	CURRENT PERSONNEL*	CURRENT NEEDS**	2025 NEEDS		2030 NEEDS		2040 NEEDS		2040 TOTAL
	NSF		PERS	NSF	PERS	NSF	PERS	NSF	PERS	NSF	
JAMES CITY COUNTY COURTHOUSE SUMMARY											
COURTS - CIRCUIT COURT	10,763	WJCC COURTHOUSE	4	14,491	4	14,491	5	14,577	5	14,577	
COURTS - CIRCUIT COURT CLERK	6,065	WJCC COURTHOUSE	15	6,354	17	6,527	17	6,549	19	6,722	
COURTS - COMMONWEALTH'S ATTORNEY	3,766	WJCC COURTHOUSE	23	4,481	28	4,945	32	5,453	38	5,982	
COURTS - GENERAL DISTRICT COURT	6,903	WJCC COURTHOUSE	2	9,167	2	9,167	2	9,167	2	9,167	
COURTS - GENERAL DISTRICT COURT CLERK	2,390	WJCC COURTHOUSE	7	2,333	11	2,678	13	2,851	17	3,197	
COURTS - JUVENILE AND DOMESTIC RELATIONS COURT	4,898	WJCC COURTHOUSE	1	7,733	1	7,733	1	7,962	1	9,650	
COURTS - J&DR COURT CLERK	1,379	WJCC COURTHOUSE	8	2,496	10	2,728	10	2,728	11	2,782	
COURTS - SHERIFF	7,225	WJCC COURTHOUSE	20	7,189	21	7,189	24	8,035	24	8,035	
COURTS - SHARED SPACE	3,410	WJCC COURTHOUSE	0	6,170	0	6,170	0	6,170	0	6,170	
TOTAL PERSONNEL / NSF:	46,799		80	60,413	94	61,628	104	63,491	117	66,280	
CURRENT / REQUIRED GROSS SQ FT AT	65%	BUILDING DESIGN EFFICIENCY		92,943 GSF		94,812 GSF		97,679 GSF		101,970 GSF	

SPACE NEEDS SUMMARY – WJCC SCHOOL ADMINISTRATION

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES

SPACE REQUIREMENTS SUMMARY	CURRENT AREA OCCUPIED	CURRENT LOCATION	CURRENT PERSONNEL*	CURRENT NEEDS**	2025 NEEDS		2030 NEEDS		2040 NEEDS		2040 TOTAL
	NSF		PERS	NSF	PERS	NSF	PERS	NSF	PERS	NSF	
WJCC PUBLIC SCHOOLS ADMINISTRATION SUMMARY											
SCHOOL BOARD - STRATEGIC COMMUNICATIONS OFFICE	1,624	SCHOOL ADMIN	5	1,978	6	2,064	7	2,151	7	2,151	
SCHOOL BOARD - CURRICULUM AND INSTRUCTION	3,648	SCHOOL ADMIN & ANNEX	21	5,908	30	6,305	40	6,982	46	7,185	
SCHOOL BOARD - FINANCE	3,298	SCHOOL ADMIN	9	2,537	11	2,726	13	2,990	13	3,006	
SCHOOL BOARD - HUMAN RESOURCES	2,840	SCHOOL ADMIN	11	2,689	11	2,689	13	2,938	13	2,938	
SCHOOL BOARD - OPERATIONS	25,050	SCHOOL OPERATIONS AND MAINTENANCE	50	27,653	59	29,221	62	31,291	68	32,399	
SCHOOL BOARD - SCHOOL LEADERSHIP	3,648	SCHOOL ADMIN	7	2,021	13	2,711	14	2,911	15	2,931	
SCHOOL BOARD - STUDENT SERVICES	4,610	SCHOOL ADMIN	39	5,358	52	6,084	60	6,595	66	6,947	
SCHOOL BOARD - SPECIAL EDUCATION	2,751	SCHOOL ADMIN & ANNEX	29	3,155	39	3,673	41	4,084	41	4,084	
SCHOOL BOARD - SUPERINTENDENT	1,972	SCHOOL ADMIN	4	1,758	5	1,844	5	1,844	5	1,844	
SCHOOL BOARD - TECHNOLOGY	7,680	SCHOOL ADMIN ANNEX	40	6,537	43	6,743	47	7,164	50	7,266	
SCHOOL BOARD - SHARED SPACE	6,492	SCHOOL ADMIN & ANNEX		6,221	0	6,221	0	6,221	0	6,221	
TOTAL PERSONNEL / NSF:	63,613		215	65,813	269	70,281	302	75,171	324	76,971	
CURRENT / REQUIRED GROSS SQ FT AT	75%	BUILDING DESIGN EFFICIENCY		87,751 GSF		93,708 GSF		100,227 GSF		102,628 GSF	

EXAMPLE OF DETAILED SPACE NEEDS ANALYSIS

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES

SPACE REQUIRED			CURRENT NEEDS		2025 NEEDS		2030 NEEDS		2040 NEEDS		REMARKS
DESCRIPTION	SPACE CODE	SQ FT EACH	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	QTY	SQ FT	
COUNTY - ADMINISTRATION											
PERSONNEL SPACE											
County Administrator	po7	256	1	256	1	256	1	256	1	256	Small conference table to seat 6.
Assistant County Administrator	po4	168	1	168	1	168	2	336	2	336	Small conference table to seat 4.
Administrative Assistant	po1	100	1	100	1	100	1	100	1	100	Currently Admin/FOIA. Add dedicated FOIA within 5 years.
FOIA Officer	po1	100		0	1	100	1	100	1	100	
Board Secretary	ws4	80	1	80	1	80	1	80	1	80	
Public Information Officer	po1	100	1	100	1	100	1	100	1	100	Does podcasts. Sound-proof room.
Communication Manager	po2	120	1	120	1	120	1	120	1	120	
Communication Specialist	ws4	80	0	0	1	80	1	80	1	80	
Graphic Designer	po1	100	1	100	2	200	2	200	2	200	Meet with individuals from various departments in their office. Use Print/Work/Production room for processing posters and other media.
SUPPORT SPACE											
Waiting - 6	vis6	120	1	120	1	120	1	120	1	120	
Conference - seat 4	cnf4	100	1	100	1	100	1	100	1	100	
Conference - seat 15	cnf16	300	1	300	1	300	1	300	1	300	
Conference - seat 40	tr4	600	1	600	1	600	1	600	1	600	Currently the Glass Room
Open Work Space		150	1	150	1	150	1	150	1	150	Nice to have extra space. Could fill with workstations if needed.
Copy/Workroom	wrk9	81	1	81	1	81	1	81	1	81	Shared w/ other County Admin. Functions. Copier, counter, cabinets above and below.
Copy/Print			2	0	2	0	2	0	2	0	2 Additional in building
Shred-it		10	1	10	1	10	1	10	1	10	In Copy/Workroom
Storage	st2	50	1	50	1	50	1	50	1	50	General office supplies.
Kitchenette	kit2	160	1	160	1	160	1	160	1	160	
Staff Toilet Room	ttt2	160	2	320	2	320	2	320	2	320	
Janitor's Closet	jc1	60	1	60	1	60	1	60	1	60	
Closet	clos1	25	1	25	1	25	1	25	1	25	
TOTAL PERSONNEL			7		10		11		11		
SUBTOTAL SPACE REQUIRED				2,900		3,180		3,348		3,348	
INTERNAL CIRCULATION FACTOR			35%	1,015		1,113		1,172		1,172	
CURRENT AREA OCCUPIED			4,045								BUILDING D
TOTAL DIVISION SPACE REQ'D			3,915		4,293		4,520		4,520		

BENCHMARKING ANALYSIS

- James City County Administration utilized Albemarle County and Hanover County as the benchmarking references because their current population is approximately what James City County anticipates to be in 20 years

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES

<u>James City County (2040 Needs)</u>		<u>Albemarle County</u>		<u>Hanover County</u>	
<u>Department</u>	<u>Staff</u>	<u>Department</u>	<u>Staff</u>	<u>Department</u>	<u>Staff</u>
		Board of Supervisors (non board members)	9	Assessor	11
COMMUNITY DEVELOPMENT	64	Community Development	110	Board of Supervisors	8
COMMISSIONER OF REVENUE	20			Building Inspections	21
COUNTY ATTORNEY	5	County Attorney	10	Commissioner of the Revenue	20
COUNTY - ADMINISTRATION	11	County Executive	23	County Attorney	7
ECONOMIC DEVELOPMENT	9	Economic Development	6	County Administrator	9
EMERGENCY COMMUNICATIONS	48	Emergency Communication Center	43	Economic Development	4
FINANCIAL MANAGEMENT SERVICES	49	Finance	66	Emergency Communications	53
FIRE AND EMERGENCY MEDICAL SERVICES AND EMERGENCY MANAGEMENT	97	Fire/Rescue	121	Finance and Management	22
GENERAL SERVICES	189	Facility and Environmental Services*	40	Fire-EMS	209
JCSA	131			General Services	33
HUMAN RESOURCES	12	Human Resources**	26	Public Works	51
COLONIAL COMMUNITY CORRECTIONS	28			Human Resources	10
				Community Corrections	7
				Virginia Cooperative Extension	
INFORMATION RESOURCES MANAGEMENT	41	Information Technology	30	Information Technology	34
				Internal Audit	3
PARKS AND RECREATION	79	Parks and Recreation	31	Parks and Recreation	120
POLICE	180	Police	183	Sheriff	242
SOCIAL SERVICES	103	Social Services	116	Social Services	66
TREASURER	21			Treasurer	17
VOTER REGISTRAR	58	Voter Registrar	9	Voter Registrar	4
James City County Total:	1145	Albemarle County Total:	823	Hanover County Total:	951

DEVELOPING SPACE STANDARDS

- Develop space program
- Determine space sizes to meet program
- Prepare adjacency narrative and diagrams
- Differentiate needs from wants



PRIVATE OFFICES

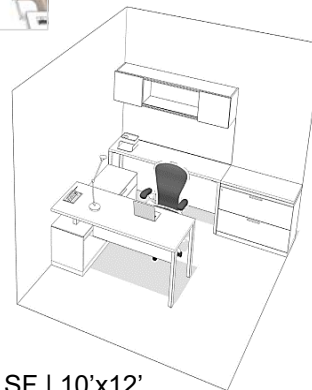
po1	Private Office	100
po2	Private Office	120
po3	Private Office	150
po4	Private Office	175
po5	Private Office	200
po6	Private Office	250
po7	Private Office	300
po8	Private Office	350

WORKSTATIONS

ws	3'x5' Workstation	15
wss	5'x5' Workstation	25
ws1	6'x6' Workstation	36
ws2	6'x8' Workstation	48
ws25	7'x8' Workstation	56
ws3	8'x8' Workstation	64
ws4	8'x10' Workstation	80
ws5	10'x10' Workstation	100



64 SF | 8'x8'



120 SF | 10'x12'

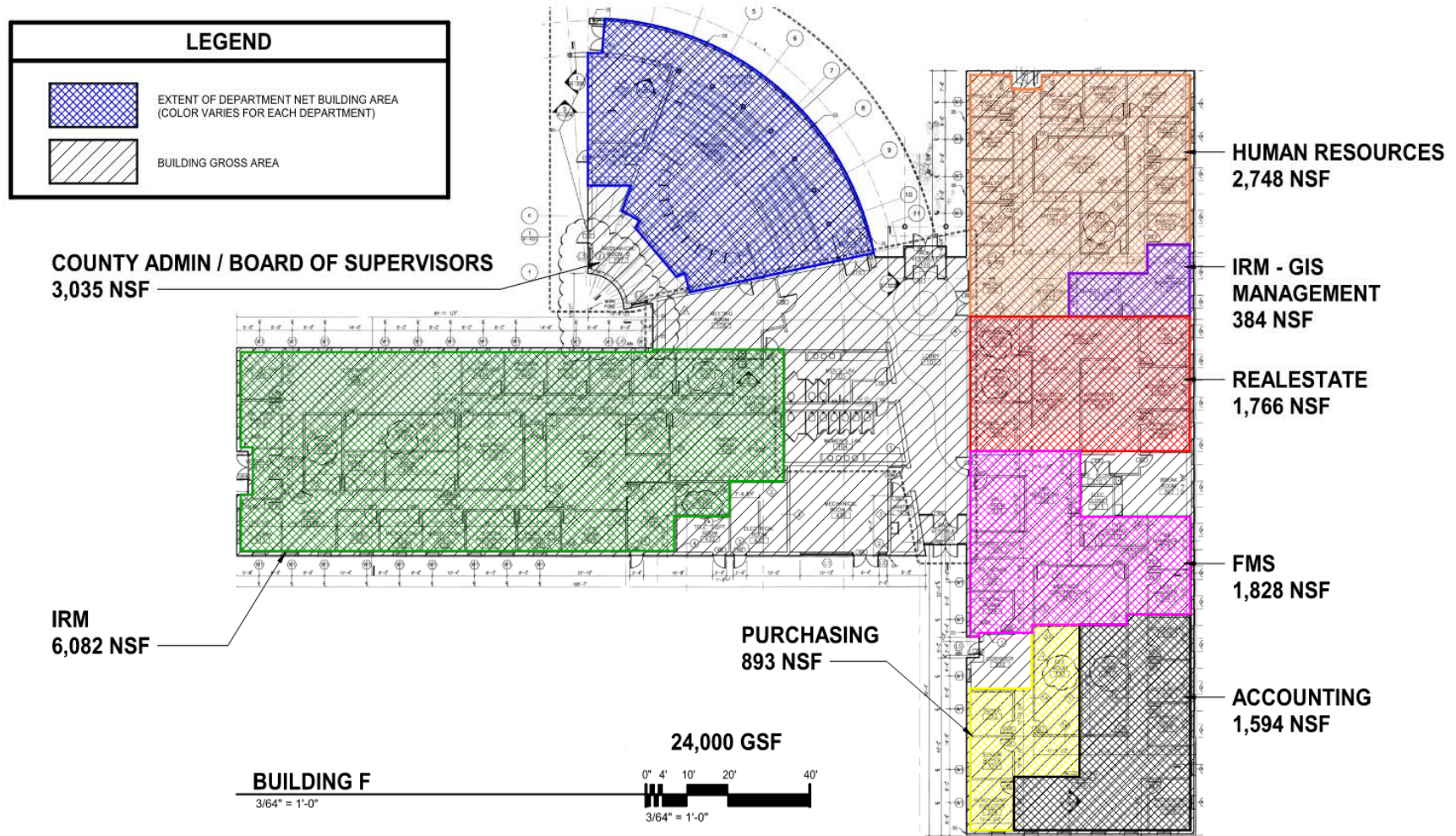


168 SF | 12'x14'

DEVELOPING SPACE STANDARDS

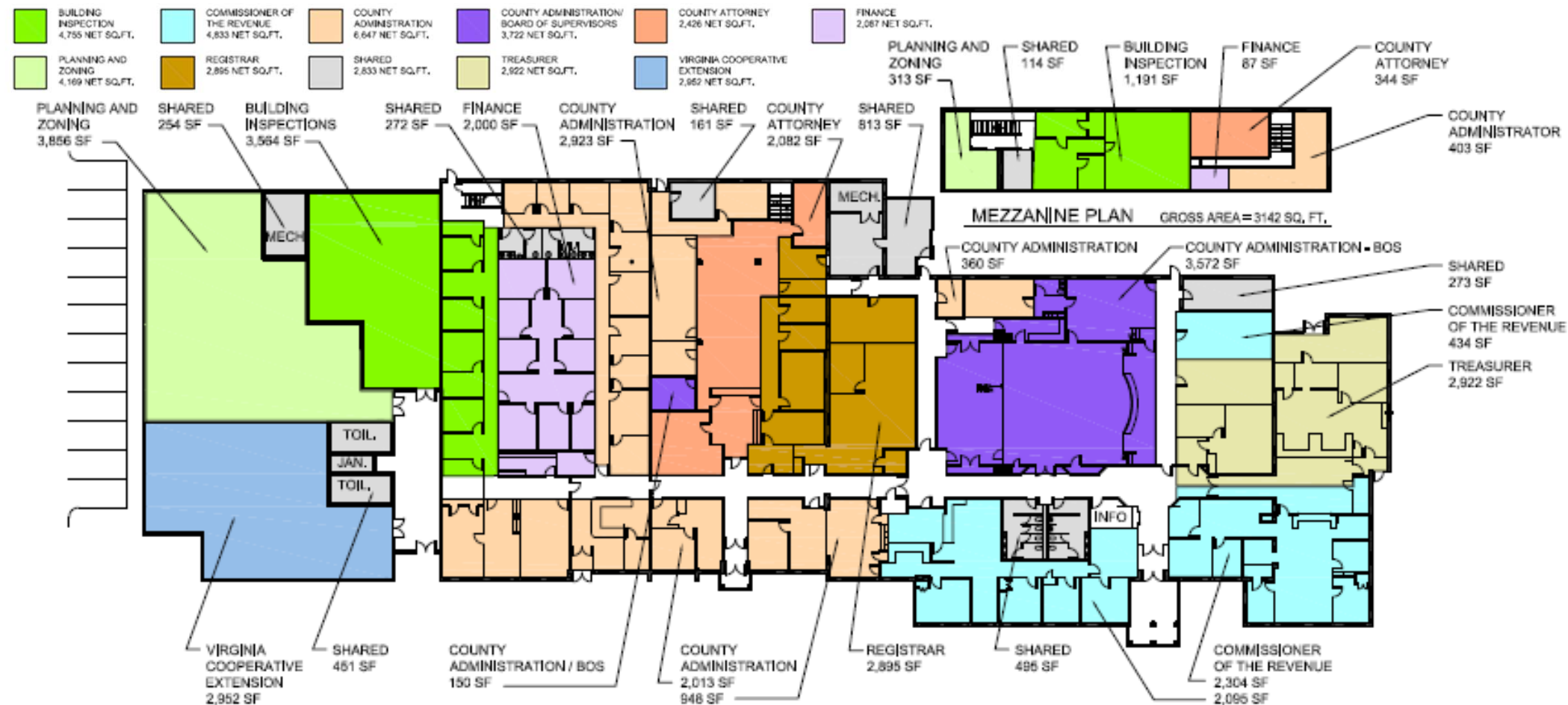


EXAMPLE OF EXISTING SPACE ALLOCATION



FUTURE STEP - EXAMPLE MASTER PLAN

LEGEND





HANOVER COUNTY GOVERNMENT CENTER MASTER PLAN

MARCH 27, 2008

LEGEND

- 1 Historic Clerk's Building
- 2 Historic Courthouse
- 3 Historic Jail
- 4 Pamunkey Regional Library
- 5 Grave Site
- 6 Passive Recreation Area
- 7 Administrative Offices (existing court buildings converted for general government use)
- 8 Enclosed Connector
- 9 Emergency Communications Building
- 10 Administration Building
- 11 Public Safety Building
- 12 Public Safety Building Expansion 2 stories + basement
- 13 Nutshell Farm
- 14 Future Building - 2 stories
- 15 Water Storage Tank
- 16 New Judicial Center - 2 stories
- 17 New Entrance Road
- 18 Government Center Map and Directory
- 19 Campus Green (existing Wickham Annex and water storage tank to be removed)
- 20 Future Building - 2 stories (existing one-story wing of Wickham Building to be removed)
- 21 Wickham Building (two story wing to remain)
- 22 Existing Intersection (possible need for realignment to be determined based on future study)
- 23 Main Entrance to Government Center
- 24 Property Acquisition for New Entrance Road (approximately 0.25 acre)
- 25 Realigned Intersection Rtes. 54 and 301 (actual alignment to be determined based on future study)



MOSELEYARCHITECTS

QUESTIONS



James City County Government Center



WJCC Courthouse



WJCC School Administration

SPACE NEEDS SUMMARY – JCC ADMINISTRATION

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES

SPACE REQUIREMENTS SUMMARY

CURRENT AREA OCCUPIED	CURRENT LOCATION	CURRENT PERSONNEL*	CURRENT NEEDS**	2025 NEEDS		2030 NEEDS		2040 NEEDS		2040 TOTAL
				PERS	NSF	PERS	NSF	PERS	NSF	
NSF		PERS	NSF							
COUNTY ADMINISTRATIVE SPACE SUMMARY										
COLONIAL COMMUNITY CORRECTIONS	5,581	COMMUNITY CORRECTIONS	20	6,317	23	6,722	24	6,992	28	7,667
COMMISSIONER OF REVENUE	2,713	BUILDING B	13	3,884	14	4,016	18	4,844	20	5,260
COMMUNITY DEVELOPMENT - ADMIN	1,819	BUILDING A	3	4,397	3	4,516	4	4,478	4	4,462
COMMUNITY DEVELOPMENT - BS&P	2,464	BUILDING E	17	3,615	22	4,042	25	4,317	29	4,679
COMMUNITY DEVELOPMENT - NEIGHBORHOOD DEVELOPMENT	294	BUILDING A	2	396	2	396	4	525	5	590
COMMUNITY DEVELOPMENT - PLANNING	1,418	BUILDING A	14	3,050	18	3,698	18	3,665	19	3,795
COMMUNITY DEVELOPMENT - ZONING	674	BUILDING A	4	840	5	942	6	1,045	7	1,148
COMMUNITY DEVELOPMENT TOTAL:	6,669			12,297				64		14,673
COUNTY - ADMINISTRATION	4,045	BUILDING D	7	3,915	10	4,293	11	4,520	11	4,520
COUNTY - ADMINISTRATION - BOARD OF SUPERVISORS	3,035	BUILDING F	0	4,725	0	4,725	0	4,725	0	4,725
COUNTY ATTORNEY	1,856	BUILDING D	4	1,663	5	1,798	5	1,798	5	1,798
ECONOMIC DEVELOPMENT	1,657	BUILDING D	3	1,801	5	2,039	8	2,363	9	2,530
EMERGENCY COMMUNICATIONS	5,283	EMERGENCY COMMUNICATIONS	28	5,858	38	6,113	43	6,363	48	6,612
EMERGENCY OPERATIONS CENTER (EOC)	3,389	EOC/SATELLITE SERVICES	60	7,110	66	7,110	66	7,110	66	7,110
FIRE ADMINISTRATION/TRAINING CENTER	9,194	FIRE ADMIN HQ	23	11,463	24	11,582	28	12,805	31	13,204
FIRE AND RESCUE MANAGEMENT AND ADMIN TOTAL:	12,583			18,573				97		20,315
FIRE STATION 1	22,774	FIRE STATION 1	15	22,963	18	22,963	24	22,963	27	22,963
FIRE STATION 2	6,373	FIRE STATION 2	18	11,422	18	11,422	18	11,422	21	11,458
FIRE STATION 3	9,286	FIRE STATION 3	27	14,079	27	14,079	39	14,396	45	14,828
FIRE STATION 4	11,609	FIRE STATION 4	24	13,526	24	13,526	24	13,526	30	13,598
FIRE STATION 5	6,212	FIRE STATION 5	18	9,806	18	9,806	18	9,806	21	9,842
FIRE STATION 6 (FUTURE)	0	(FUTURE STATION 6)	0	15,411	0	15,411	18	15,656	27	16,052

SPACE NEEDS SUMMARY – JCC ADMINISTRATION

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES

SPACE REQUIREMENTS SUMMARY

SPACE REQUIREMENTS SUMMARY	CURRENT AREA OCCUPIED	CURRENT LOCATION	CURRENT PERSONNEL*	CURRENT NEEDS**	2025 NEEDS		2030 NEEDS		2040 NEEDS		2040 TOTAL
					PERS	NSF	PERS	NSF	PERS	NSF	
	NSF		PERS	NSF							
FMS (FINANCIAL & MANAGEMENT SERVICES) - ADMIN. BUDGET, RISK	1,828	BUILDING F	8	3,217	9	3,379	11	3,703	11	3,703	
FMS - ACCOUNTING	1,594	BUILDING F	8	1,570	9	1,845	10	1,878	12	2,072	
FMS - PURCHASING	893	BUILDING F	6	1,215	6	1,215	7	1,377	8	1,539	
FMS - REAL ESTATE	1,766	BUILDING F	8	1,269	9	1,355	11	1,577	12	1,663	
FMS - SATELLITE SERVICES/DMV SELECT	2,150	EOC/SATELLITE SERVICES	4	2,853	5	2,944	5	2,944	6	3,036	
FINANCIAL MANAGEMENT SERVICES TOTAL:	8,231			10,124					49		12,014
GENERAL SERVICES - ADMINISTRATION AND CIP	7,822	107 TEWNING RD., 113 TEWNING RD., JAMESTOWN CENTER	17	12,154	24	13,214	33	14,296	36	15,550	
GENERAL SERVICES - FACILITIES	2,081	113 TEWNING RD.	29	6,270	39	6,864	44	7,361	44	7,296	
GENERAL SERVICES - FLEET	12,536	103 TEWNING RD.	10	17,888	12	21,047	19	23,339	24	26,346	
GENERAL SERVICES - GROUNDS	2,685	113 TEWNING RD.	31	5,631	38	5,871	38	5,871	41	5,946	
GENERAL SERVICES - GROUNDS WARHILL BUILDING	4,900	WARHILL STADIUM MAINT. BLDG.	0	12,900	0	12,900	0	12,900	0	12,900	
GENERAL SERVICES - SOLID WASTE ADMIN.	1,014	GS - SOLID WASTE	2	1,123	2	1,123	2	1,123	2	1,123	
GENERAL SERVICES - SOLID WASTE CONVENIENCE CENTERS	240	CONVENIENCE CENTERS	7	240	9	320	9	320	9	320	
GENERAL SERVICES - STORMWATER & RESOURCE PROTECTION	3,575	BUILDING E	19	3,884	25	4,381	29	5,111	33	5,435	
GENERAL SERVICES TOTAL:	34,853			60,090					189		74,916

SPACE NEEDS SUMMARY – JCC ADMINISTRATION

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES

SPACE REQUIREMENTS SUMMARY

	CURRENT AREA OCCUPIED	CURRENT LOCATION	CURRENT PERSONNEL*	CURRENT NEEDS**	2025 NEEDS		2030 NEEDS		2040 NEEDS		2040 TOTAL
					PERS	NSF	PERS	NSF	PERS	NSF	
	NSF		PERS	NSF							
HUMAN RESOURCES	2,748	BUILDING F	8	3,839	9	3,829	10	3,834	12	4,023	
IRM (INFORMATION RESOURCES MANAGEMENT) - ADMIN	6,082	BUILDING F	2	2,973	3	3,059	3	3,059	3	3,059	
IRM - CORE APPLICATIONS	SEE IRM ADMIN	BUILDING F	6	815	8	977	9	1,139	9	1,139	
IRM - GIS MANAGEMENT	384	BUILDING F	2	589	3	680	4	772	4	772	
IRM - INFRASTRUCTURE	SEE IRM ADMIN	BUILDING F	6	2,403	10	3,002	11	3,272	11	3,272	
IRM - RECORDS	1,398	BUILDING E	3	2,060	3	2,060	3	2,060	4	2,147	
IRM - VIDEO CENTER	3,548	IRM VIDEO CENTER	3	5,516	4	5,596	5	5,676	5	5,676	
IRM - WEB AND PUBLICATIONS	SEE IRM ADMIN	BUILDING F	4	806	5	941	5	941	5	941	
INFORMATION RESOURCES MANAGEMENT TOTAL:	11,412			15,162					41		17,007
		JCSA (119 TEWNING), JCSA WAREHOUSE (105 TEWNING), JCSA STORAGE/VEHICLE SHEDS (GARAGE A & B, 107 TEWNING, 109 TEWNING)									
JCSA - ADMIN	29,318		19	16,639	20	17,489	20	17,839	20	18,539	
JCSA - CUSTOMER SERVICE	1,285	JCSA	12	1,364	14	1,493	16	1,558	17	1,623	
JCSA - WASTEWATER	SEE JCSA ADMIN	JCSA AND JCSA WAREHOUSE	28	7,135	33	7,040	36	6,995	41	6,996	
JCSA - WATER	SEE JCSA ADMIN	JCSA AND JCSA WAREHOUSE	35	4,564	41	4,543	47	4,857	53	4,927	
JCSA TOTAL:	30,603			29,702	0	0	0	0	131	0	32,085

SPACE NEEDS SUMMARY – JCC ADMINISTRATION

JAMES CITY COUNTY SPACE NEEDS ASSESSMENT FOR VARIOUS FUNCTIONS AND FACILITIES

SPACE REQUIREMENTS SUMMARY

	CURRENT AREA OCCUPIED	CURRENT LOCATION	CURRENT PERSONNEL*	CURRENT NEEDS**	2025 NEEDS		2030 NEEDS		2040 NEEDS		2040 TOTAL
					PERS	NSF	PERS	NSF	PERS	NSF	
OLDE TOWNE MEDICAL CENTER	10,623	HUMAN SERVICES CENTER	34	11,116	40	11,116	40	11,150	40	11,150	
PARKS AND RECREATION - ADMIN	2,170	IRONBOUND VILLAGE BUILDING 2	12	5,218	14	5,547	16	5,795	16	5,795	
PARKS AND RECREATION - CENTERS - ADMIN SPACE ONLY	3,742	JAMES CITY COUNTY RECREATION CENTER	12	5,765	12	5,765	16	6,207	16	6,207	
PARKS AND RECREATION - PARKS	2,284	IRONBOUND VILLAGE BUILDING 3	16	1,682	16	1,596	18	1,412	19	1,412	
PARKS AND RECREATION - RECREATION SERVICES	5,075	IRONBOUND VILLAGE BUILDING 3 & JAMESTOWN CENTER	20	5,912	21	6,107	23	6,349	28	6,916	
PARKS AND RECREATION TOTAL:	13,271			18,576					79		20,330
POLICE	47,750	LAW ENFORCEMENT CENTER	110	33,596	121	34,157	147	37,741	180	39,360	
SOCIAL SERVICES - HOUSING	2,563	IRONBOUND VILLAGE BUILDING 2	9	2,886	9	2,920	13	3,579	13	3,579	
SOCIAL SERVICES	15,280	HUMAN SERVICES CENTER	67	18,444	74	19,135	85	20,409	90	21,052	
SOCIAL SERVICES TOTAL:	17,843			21,330					103		24,631
TREASURER	3,576	BUILDING B	14	3,443	15	3,529	18	3,802	21	4,136	
VOTER REGISTRAR	3,963	IRONBOUND VILLAGE BUILDING 1	18	9,372	27	10,020	44	11,792	58	13,021	
TOTAL PERSONNEL / NSF:	284,549		889	362,590	1,029	376,257	1,208	395,357	1,356	409,513	
CURRENT / REQUIRED BUILDING DESIGN EFFICIENCY	86.37%			77.19%		77.10%		77.01%		76.96%	
CURRENT / REQUIRED GROSS SQ FT	320,251 GSF			468,693 GSF		487,997 GSF		513,374 GSF		532,097 GSF	

ITEM SUMMARY

DATE: 9/22/2020

TO: The Board of Supervisors

FROM: Sharon Day, Director of Financial and Management Services

SUBJECT: FY 2021 Financial Update

ATTACHMENTS:

	Description	Type
	Presentation	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/15/2020 - 3:41 PM

FY2021 Financial Update

Worksession – September 22, 2020

General Fund – FY2021 Revenue (July through August 2020)



Category	Budget	Actual (Unaudited)	Actual After Accruals (Unaudited)	Prior Year Actual	Prior Year Actual After Accruals	Diff. between Prior Year and Current Year Actual
General Property Taxes	\$ 138,280,000	\$ 7,816,495	\$ -	\$ 8,343,454	\$ 971,936	\$ (526,959)
Other Local Taxes	19,649,250	3,533,767	878,696	5,254,254	1,411,106	(1,720,487)
Licenses, Permits and Fees	6,276,000	440,578	223,699	331,310	172,930	109,268
Fines & Forfeitures	250,000	24,083	15,569	49,946	23,287	(25,863)
Use of Money & Property	200,000	31,249	31,249	32,107	32,107	(858)
State and Federal	22,769,200	9,542,913	3,033,244	9,462,548	2,591,455	80,365
Charges for Services	6,794,000	1,114,077	1,043,464	1,173,168	1,115,140	(59,091)
Miscellaneous	209,550	24,238	21,935	21,978	19,785	2,260
Fund Balance	5,049,050	-	-	-	-	-
Total	\$ 199,477,050	\$ 22,527,400	\$ 5,247,856	\$ 24,668,765	\$ 6,337,746	\$ (2,141,365)

General Fund – FY2021 Revenue

Other Local Taxes (July through August 2020)



Category	Budget	Actual (Unaudited)	Actual After Accruals (Unaudited)	Prior Year Actual	Prior Year Actual After Accruals	Diff. between Prior Year and Current Year Actual
Local Sales Taxes	\$ 6,660,000	\$ 1,481,728	\$ -	\$ 1,849,138	\$ -	\$ (367,410)
Historic Triangle 1% Sales Tax	2,790,000	508,617	-	589,433	-	(80,816)
Lodging Tax	1,487,500	343,496	246,808	824,203	440,293	(480,707)
Meals Tax	6,795,000	759,535	405,331	1,611,808	780,129	(852,273)
Total	\$ 17,732,500	\$ 3,093,376	\$ 652,139	\$ 4,874,582	\$ 1,220,422	\$ (1,781,206)

General Fund – FY2021 Expenditures & Encumbrances (July through August 2020)



Department	Budget	Actual (Unaudited)	\$ Over/(Under) Budget	% of Budget Used
General Admin.	\$ 3,004,574	\$ 468,939	\$ (2,535,635)	15.6%
Court Services	4,348,839	848,021	(3,500,818)	19.5%
Public Safety	27,691,087	4,324,342	(23,366,745)	15.6%
Financial Admin.	4,839,267	1,262,661	(3,576,606)	26.1%
Information Technology	4,532,932	1,191,116	(3,341,816)	26.3%
Community Development	3,216,446	701,790	(2,514,656)	21.8%
General Services	12,253,616	1,928,709	(10,324,907)	15.7%
Parks & Recreation	6,683,321	1,060,367	(5,622,954)	15.9%
WJCC School Division	107,520,422	9,398,931	(98,121,491)	8.7%
Contributions to Outside Entities and Transfers to Other Funds	25,386,546	8,958,260	(16,428,286)	35.3%
Total	\$199,477,050	\$ 30,143,136	\$ (169,333,914)	15.1%

FY2021 Financial Update

Work session – September 22, 2020

ITEM SUMMARY

DATE: 9/22/2020

TO: The Board of Supervisors

FROM: Sharon Day, Director of Financial and Management Services

SUBJECT: Authorization for the Reclassification of Accounts Payable Specialist Position and Related Budget Appropriation

ATTACHMENTS:

	Description	Type
☐	Memorandum	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/15/2020 - 3:39 PM

MEMORANDUM

DATE: September 22, 2020

TO: The Board of Supervisors

FROM: Sharon B. Day, Director of Financial and Management Services

SUBJECT: Authorization for the Reclassification of Accounts Payable Specialist Position and Related Budget Appropriation

The Financial and Management Services Department is currently in the process of replacing its financial software system. The success of the project is vital as our financial software is utilized by every County department as well as by our fiscal agencies. Among other things, it is the primary system used for purchasing and budgetary control.

Included in the capital budget for this project is funding to hire temporary help to assist with daily responsibilities, allowing the core staff to focus on successfully implementing the new software (MUNIS). To date, the funding provided for the back-fill help has not been utilized and the additional work has been fully absorbed by existing staff. At this stage of the project, it has become apparent that additional resources are necessary to successfully implement the new system while continuing to process vendor invoices for the County and its fiscal agencies.

The previous plan to meet these needs through back-filling positions has become unfeasible due to ongoing work demands and safety requirements related to COVID-19. Rather, staff has determined the best course of action is to reclassify the part-time Accounts Payable Specialist in the Accounting Division to a full-time position. The cost of the reclassification for Fiscal Year 2021 is estimated at \$16,800. Approval to reclassify the position to full-time requires adoption of a resolution creating the position, transferring the funding from the Capital Projects Fund to the General Fund, and appropriating those funds in the General Fund.

Staff recommends adoption of the attached resolution.

SBD/md
AuthAPSpecFTE-mem

Attachment

RESOLUTION

AUTHORIZATION FOR THE RECLASSIFICATION OF ACCOUNTS PAYABLE

SPECIALIST POSITION, TRANSFER OF FUNDS FROM CAPITAL PROJECTS FUND TO

GENERAL FUND, AND APPROPRIATION IN THE GENERAL FUND

WHEREAS, James City County's Accounting Division includes Accounts Payable services for the County and its fiscal agencies; and

WHEREAS, the County is implementing a new financial software this fiscal year while also administering new Accounts Payable procedures due to COVID-19; and

WHEREAS, it has become apparent that more resources are needed to ensure a successful financial software implementation while continuing to provide excellent services to our user departments, agencies, and vendors; and

WHEREAS, reclassifying the part-time Accounts Payable Specialist position to full-time for the remainder of Fiscal Year 2021 is estimated at \$16,800, for which there are sufficient funds available in the financial software replacement project in the Capital Projects Fund.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby approves the reclassification of the Accounts Payable Specialist position from part-time to full-time, authorizes the transfer of \$16,800 from the Capital Project Fund to the General Fund for the reclassification, and appropriates these funds in the General Fund for Fiscal Year 2021 as follows:

Revenue:

Transfer from Capital Projects Fund	<u>\$16,800</u>
-------------------------------------	-----------------

Expenditure:

Accounting Division - Salary	\$12,050
Accounting Division - Fringe Benefits	<u>4,750</u>
Total	<u>\$16,800</u>

James O. Icenhour, Jr.
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
SADLER	_____	_____	_____
MCGLENNON	_____	_____	_____
LARSON	_____	_____	_____
HIPPLE	_____	_____	_____
ICENHOUR	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 22nd day of September, 2020.

AuthAPSpecFTE-res

ITEM SUMMARY

DATE: 9/22/2020

TO: The Board of Supervisors

FROM: John Carnifax, Director of Parks and Recreation

SUBJECT: REC Connect Program Modification and Williamsburg-James City County School Division COVID-19 Child Care Program

ATTACHMENTS:

	Description	Type
☐	Memorandum	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/15/2020 - 3:57 PM

MEMORANDUM

DATE: September 22, 2020

TO: The Board of Supervisors

FROM: John H. Carnifax, Director of Parks and Recreation

SUBJECT: REC Connect Program COVID-19 Modification and Williamsburg-James City County School Division COVID-19 Child Care Program

In conjunction with the Williamsburg James City County School Division's decision to offer virtual learning for the first nine weeks of the 2020-2021 school year, the James City County Department of Parks and Recreation is modifying its state-licensed REC Connect program to operate full-day child care programs for grades Kindergarten-5 from September 8, 2020 through November 6, 2020. Child care is available Monday through Friday from 7 a.m. to 6 p.m. These changes are a result of the novel Coronavirus (COVID-19) Pandemic.

REC Connects daily programming includes arts and crafts, gym/physical activity, games, outdoor play, healthy snack-making, and virtual learning time. Participants follow social distancing guidelines and wear masks while indoors. REC Connect has consolidated operations, offering programs at Laurel Lane, Matoaka, and Norge Elementary Schools. Depending on need, the program may also be offered at Matthew Whaley Elementary School. Weekly tuition is \$110 for full-time participants (four or five days) and \$90 for part-time students (three days or fewer). Discount assistance is available for qualifying households. Space is limited and REC Connect registrations are accepted on a first-come, first-served basis.

In addition, the Department of Parks and Recreation has worked in partnership with the School Division to offer child care programs to School Division employees at a discounted rate as part of these operational modifications. Weekly tuition is \$60 for participants in this program.

REC Connect's operating plan is subject to change based on the School Division's operating plan and ongoing guidance from Governor Northam and the Centers for Disease Control and Prevention.

The County is also providing its employees with child care assistance during the virtual learning period. As part of this assistance, both resident and non-resident County employees may enroll their children in the REC Connect program. Further, eligible employees may receive up to \$50 per week, per school-age child as reimbursement for child care costs at a licensed facility of their choice. Both the REC Connect modified program as well as the County's child care subsidy are necessary as a result of the COVID-19 Pandemic and therefore, are eligible for CARES Act funding.

Staff recommends that the Board of Supervisors adopt the attached resolution to authorize the child care programs described above and appropriate funds in the Special Projects/Grants Fund for the related expenditures and revenues.

JHC/nb
PR-RECCConnect-mem

Attachment

RESOLUTION

REC CONNECT PROGRAM COVID-19 MODIFICATION AND

WILLIAMSBURG-JAMES CITY COUNTY SCHOOL DIVISION

COVID-19 CHILD CARE PROGRAM

WHEREAS, James City County's Department of Parks and Recreation has modified its REC Connect program in conjunction with the Williamsburg-James City County School Division's decision to offer remote learning for the first nine weeks of the 2020-2021 school year in response to the Novel Coronavirus (COVID-19) Pandemic; and

WHEREAS, from September 8 through November 6, 2020, the REC Connect program will operate full-day child care programs for grades Kindergarten-5, available Monday through Friday from 7 a.m. to 6 p.m.; and

WHEREAS, the REC Connect program is offered to participants at weekly tuition rates of \$110 for full-time participants and \$90 for part-time participants; and

WHEREAS, in partnership with the School Division, a COVID-19 child care program is offered to School Division employees at a weekly tuition rate of \$60.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the child care programs described above and the related budget appropriation to Special Projects/Grants Fund as shown below.

Revenue:

REC Connect COVID-19 Expansion Program	\$165,100
WJCC Schools COVID-19 Child Care Program	<u>24,100</u>
Total	<u>\$189,200</u>

Expenditure:

REC Connect COVID-19 Expansion Program	\$165,100
WJCC Schools COVID-19 Child Care Program	<u>24,100</u>
Total	<u>\$189,200</u>

James O. Icenhour, Jr.
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
SADLER	_____	_____	_____
MCGLENNON	_____	_____	_____
LARSON	_____	_____	_____
HIPPLE	_____	_____	_____
ICENHOUR	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 22nd day of September, 2020.

PR-REC Connect-res

ITEM SUMMARY

DATE: 9/22/2020

TO: The Board of Supervisors

FROM: Latara Rouse, Communications Manager

SUBJECT: Communications Overview

ATTACHMENTS:

	Description	Type
	Presentation	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/15/2020 - 4:48 PM



Communications: An Overview





The Communications Team

- Communications Manager: Latara Rouse
- Public Information Officer: Renee Dallman
- Graphic Designer: Andréa Perkins
- Additional Support: Teresa Fellows, Deputy Clerk to BOS

News Flashes

CURRENT NEWS

See the Latest Updates



POLICE SEEK IDENTITY OF SUSPECTS IN PROPERTY DAMAGE & LARCENY INCIDENT

Police seek the public's assistance in identifying suspects in a property damage and larceny incident in Country Village Mobile Home Park.

[Read on...](#)



TWO MEMBERS OF FIRE DEPARTMENT HONORED FOR OUTSTANDING WORK IN PREHOSPITAL CARE

[Read on...](#)



James City County Board of Supervisors

WHAT HAPPENED AT THE SEPTEMBER 8 BOARD OF SUPERVISORS MEETING?

[Read on...](#)



Social Media



James City County Government

September 8 at 12:58 PM · 🌐

Dominion Energy will test the early warning siren system around the Surry Power Station tomorrow, Sept. 9 at approximately 11:10 a.m. A steady three-minute tone will be sounded by sirens located within a 10-mile radius of the power station.



👍 11

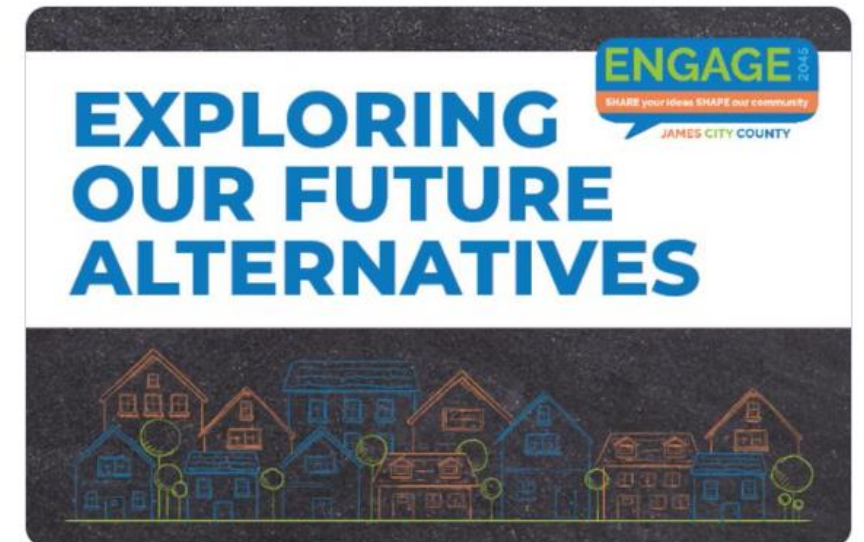
17 Shares



James City County ✓

@JamesCityCounty

Share your thoughts on long-term planning goals and alternative futures! Visit jamescitycountyva.gov/3795 to complete 2 questionnaires by Sep. 2. For questions or accessibility issues, contact County staff @ (757)-253-6685. Share your comments and shape our future!



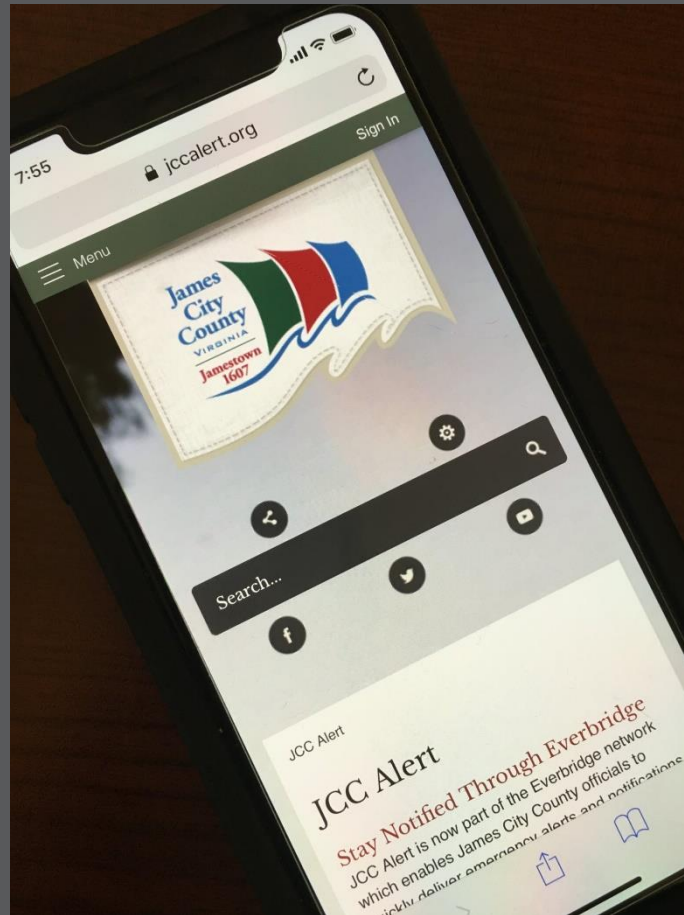


This Week in James City County





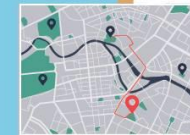
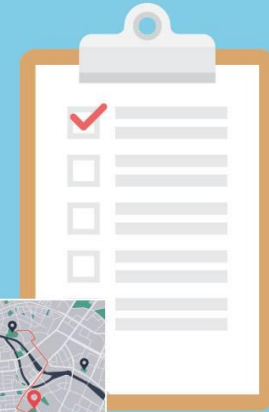
Emergency Communications



GET READY

IT'S NATIONAL PREPAREDNESS MONTH

- Stay safe
- Be ready for an emergency
- This week, make a plan





Graphic Design





Community Meetings



Internal Communications



2019 SERVICE AWARDS



2019 Retirees



40 Year Honoree



35 Year Honorees



30 Year Honorees



25 Year Honorees



20 Year Honorees



15 Year Honorees



10 Year Honorees



5 Year Honorees

Retirees

Mike Fineston
Michael Vergilidis
Chris Thomas
Sean Connes
Ernest Glatton
Greg Walker
Mel Bryant
Jim Hedges

Most pleasant:
Carol Ballard
Al Carter Jr.
Sean Davis
Ron Deer
Bob Daniels
Suzanne Garland
Cecil Jones
Karin Little
Howard Mason
Sue Mathen
Coff Spouse

40 Years

Doog Long

35 Years

William "Bluddy" Stewart
Joan Sticksinger
Keith Lutzworth

30 Years

Rat Mendelino
Amy DiCicco
Curtis Mason
Amy Jacobson
Chris Coleman

25 Years

Allen Turner
Angie Sims
Eric Doleman
Amy Finkler
Burt Jones, III
Debbie Foster
Arlene Fourtetter

Most pleasant:
Ann Hedberg
Greg Latham
Tommy Thomas
Bernadette Williams

20 Years

Henry Lamm
Jeremy Crump
Lorraine Taylor
Jennette Taylor
Janice Lilly
Tina Perry
Lena Stewart
Kraig Smith
Georgi Duncan
Jim Walker

Most pleasant:
David Shelvin Jr.
Javier Delator
Dawn Hardin
Shane Hedges
Harley Thompson
Gerald Shaw
Eric Smith
Jason Sweet

15 Years

Scott Wylie
Marc Murchard
Felicia Graves
Alisa Denbury
Jared Tichen
Stephanie DeBard
Andrew Mason
Tanya Chappell
Waylan Sheldham
Ling Park
James Town
Chris Clauser

Most pleasant:
Christopher Ardal
Nan Buchanan
Scott Day
Ty Haines
Jon Hill
Raymond Hedges
Zachary Miller
David Osborne
Joseph Robins
Jason Shewell
Pamela Spitz
Kim Wheeler

10 Years

Jan Isenhour Jr.
Chris Johnson
Loren Davis
Loren Wilson
Loren Strawn
Tina Heston
David Craig
Gregory White

5 Years

Gerald G. Dale
Willow Payne
Terry Martin
Richard McDougall Jr.
Jon Gully
Debbie Wells
Alan Garuch
Max Harkin
Shirley Graham
Ernest Byrd
Lora Goffner
Matt Austin
James Cox
Belen Chertoff
Ernest Moore
Julie Northcott-Wilson
Dawn Olin
Wanda St. Leger
Chris Drentholt
Marjorie Taylor

Most pleasant:
Margaret Morrison
James Franklin
Christopher Colquhoun
Karen Davis
Dawn Franklin
Joyce Frasier
William Perry
Karen Goodenough
Teresa Major
Michael Miller
Robert Overt
Alisa Robinson Jr.
Stacy Richman



Employee Newsletter

June | 2020 | Issue 1



Upcoming Events

EAP Webinar: Multi-Generational Caregiving
On Demand through July 31
Advice for members of the "Sandwich Generation", those caring for both their children and parents, to be effective caregivers while avoiding burnout. Log in with Company Username: JCC

Community Participation Team Meeting

Monday, June 29, 4 p.m.
Zoom audio meeting ID: 947 3772 7422 or call 929-205-6099. See the CPT website for meeting agenda. Contact the Planning Division for more information.

Holiday: Independence Day

Observed on Friday, July 3
County offices will be closed in observance of Independence Day. Have a safe holiday weekend!

A New Look

With this issue, we are relaunching the James City County Employee newsletter with a new look. We hope you will find the new format to be visually engaging and informative. We also want to invite you to contribute. **Send in your snapshots** from your work area or from around the community. Your pictures might be featured in an upcoming issue.

In addition, we want to hear from you about what to call the redesigned employee newsletter. Let's get creative. JCC **Send your ideas** or suggestions to Latara Rouse at latara.rouse@jamescitycountyva.gov or call 757-253-6826.

Let us know what you think about the new format and share your ideas for upcoming features and improvements.

Department Updates

On Wednesday, July 1, Virginia will transition to **Phase 3** of Governor Ralph Northam's reopening plan, which will relax some of the current restrictions on businesses. James City County operations will largely remain the same. Offices and facilities will remain open to the public by appointment or for walk-in traffic. Teleworking will continue where appropriate, and employees should continue to practice physical distancing and meet remotely. New temperature-checking devices will be installed in some buildings, and face coverings will remain mandatory. Details about Phase 3 guidelines are available on the Governor's [website](https://www.governor.gov).

Parks & Recreation summer camps will resume on June 29. Registration is now open.



Williamsburg Regional Library will **reopen** on July 7 with new hours of operation and new check out options.

Special Projects & Department Support



ZERO TOLERANCE FOR LITTER CAMPAIGN



PENALTIES

SECTION 10-7 of the County Code states that any person convicted of a violation of the Garbage and Refuse Ordinance shall be subject to a civil penalty. Continued violations could lead to **\$3,000** in civil penalties in a 12-month period.

SECTION 33.1-346 of the Code of Virginia makes littering or dumping trash a **CLASS 1 MISDEMEANOR**, punishable by up to **12 MONTHS IN JAIL** and/or a fine up to **\$2,500**.

SECTION 10.1-1143 of the Forestry Codes makes it unlawful to throw "any lighted smoking material" from a vehicle. This is a **CLASS 2 MISDEMEANOR** violation, punishable by up to **6 MONTHS IN JAIL** and/or a fine of up to **\$1,000**.

Resolution and Policy Guidelines:

The James City Clean County Commission has worked for over 40 years to improve the aesthetic quality and environmental health of our shared community. Unfortunately, litter continues to accumulate throughout the County, which is a detriment to our economic and environmental health.

With Keep America Beautiful, Keep James City County Beautiful creates opportunities for citizen volunteers to collaborate with all County departments on new strategies to address the litter problem.

Zero Tolerance for Litter Resolution:

- LITTER** leaves a stain on our quality of life and is destructive to wildlife and the natural environment.
 - LITTERING IS A CRIME** and influences others to litter.
 - James City County spends **TAX DOLLARS** to pick up litter along our roadsides and in our public spaces.
 - James City County will **INCREASE ENFORCEMENT** of this crime, **RAISE AWARENESS** about the act of littering, and reduce the overall amount of litter.
 - SPECIAL ATTENTION WILL BE GIVEN** to vehicles hauling unsecured loads, acts of illegal dumping, and motorists or pedestrians improperly tossing away items. Other items of focus will be improperly containerized household garbage, commercial dumpsters, and construction debris.
 - James City County is a **LEADER IN LITTER PREVENTION** and takes a proactive stance each day through litter education in the schools and partnering opportunities with neighborhoods and civic organizations as well as regional, state, and national organizations.
- The Board of Supervisors of James City County, Virginia, does hereby proclaim a policy of Zero Tolerance for Litter and encourages all citizens to work together, stand firm against the act of littering, and to act responsibly throughout the year for a cleaner community to preserve the natural beauty, quality of life, and health of our community.

James City County Board of Supervisors
June 12, 2018

Zero Tolerance for Litter Policy & Guidelines:

- DECREASE** litter and related expenses by increasing enforcement through penalties and public service by offenders.
- ESTABLISH** a partnership with VDOT to clarify responsibilities and goals related to roadside litter, improve roadside appearance, maintain clean entrance and exit ramps, put out additional litter prevention signage, and prevent allocation of additional James City County budget expenditures related to littering.
- ORGANIZE AND IMPLEMENT** a program for "Catch a Litterbug" so that citizens may report roadside debris, dumping, and other offensive littering actions.
- ENFORCEMENT** of the litter law and public education regarding requirements for covered loads to prevent truck debris will decrease roadside litter, improve public safety, minimize the attraction of additional litter, and reduce crime.
- CREATE** stronger partnerships with law enforcement, VDOT, Ask4RGreen.org, Keep America Beautiful, and other national, state and local organizations to educate the community and prevent litter.
- PARTNER** with businesses on cigarette litter prevention to address problem areas near entrances, curbing dumpsters, and parking lots, as well as bus stops and other transition sites.
- RECEPTACLES** at construction sites for recycling and litter/cigarette disposal should be made available in addition to construction debris containers and dumpsters to minimize litter that accumulates as a result of contractors and transient workers.
- PARTNER** with churches, HOAs, school groups, and community organizations to establish community partnerships and partnerships through neighborhoods.
- EDUCATE** building and construction contractors, developers, landscape companies, and property managers on the importance of litter prevention and James City County's zero tolerance for litter. Enforce litter control measures through inspections upon site permitting and approvals.
- WORK** with all citizens to "Team Up 2 Clean Up", organize litter clean ups, and distribute bags and educational materials to groups and businesses.
- IDENTIFY** illegal littering and dumping sites so that police enforcement can be increased in those problem areas through additional monitoring measures.
- PARTNER** with youth offenders to deter future criminal behavior, instill basic job skills, and offer education on the nuisance of litter and its impact on the environment.





Special Projects & Department Support



***Thank you for being a
James City County business!***

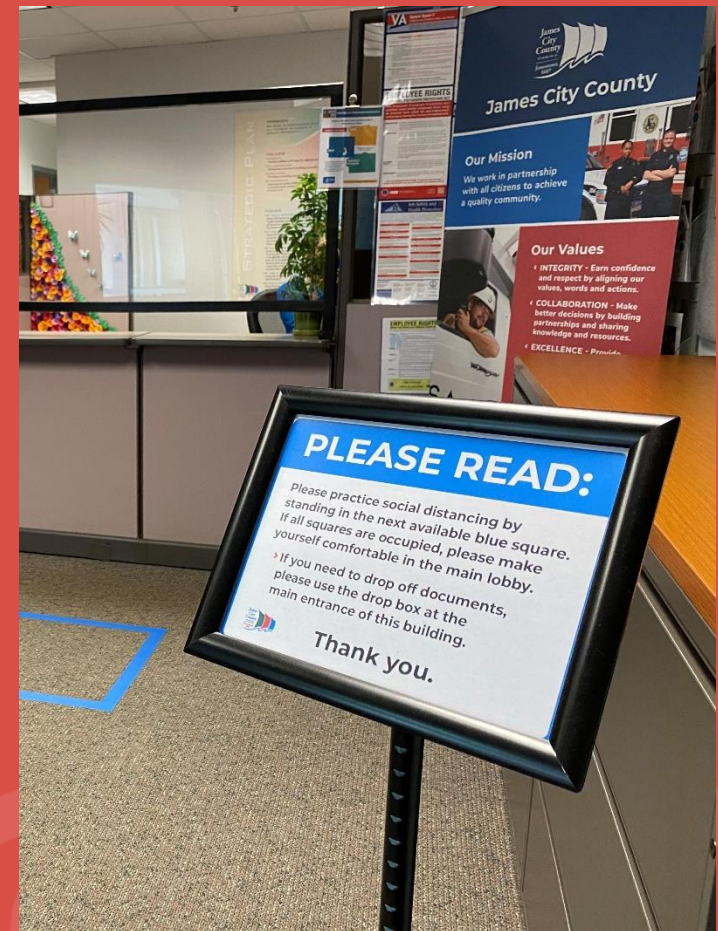
Learn about available grant programs including the **Virginia 30 Day Fund**, which has funds dedicated to only County businesses.

You may also be eligible for a **Rebuild! VA grant** if you have not received federal assistance.

yesjamescitycountyva.com/support



COVID-19 Response



COVID-19 Response

James City County COVID-19 UPDATE



Virtual Community Meeting

Topic: Proposed FY2021-22 Budget
April 23, 12:30 p.m.

OPEN

for Public Meetings & Department Visits by Appointment


Face Masks Required

 No one with a fever or symptoms of COVID-19, or known exposure to a COVID-19 case in the prior 14 days, is permitted to enter.

TO SCHEDULE AN APPOINTMENT CALL:	DELIVERIES:
› Human Resources: 757-253-6680	For IT/Information Resource Management, use side door or call:
› Real Estate Assessments: 757-253-6650	› Suite 100: 757-253-6680
› Financial Management Services 757-253-6630	› Suite 400: 757-253-6742
› Purchasing: 757-253-6646	› All Other Deliveries: 757-253-6646



COVID-19 Response

**OPERATIONAL UPDATE**

Most County offices are open to the public by appointment or for limited walk-in traffic.
[More Information...](#)

Parks & Recreation launches new registration software system. Systems down for transition.
[More Information...](#)

Create an Account - Increase your productivity, customize your experience, and engage in information you care about. [Sign In](#)

CORONAVIRUS (COVID-19)SERVICESGOVERNMENTBUSINESSTHINGS TO DOHOW DO I...

Services

Government

Business

Things to Do

How Do I...

Coronavirus (COVID-19)

NEWS RELEASES

WHAT'S OPEN IN JCC

FAQ

SCAMS

Sara Ruch

Deputy Coordinator

Phone: [757-565-7614](tel:757-565-7614)

Emergency Management

Physical Address

5077 John Tyler Highway

Williamsburg, VA 23185


Phone: [757-220-0626](tel:757-220-0626)

General COVID-19 Resources

- James City County's Public Information Hotline
Phone: [757-564-2140](tel:757-564-2140)
- Virginia Department of Health (VDH)
www.vdh.virginia.gov/coronavirus
Phone: [1-877-ASK-VDH3](tel:1-877-ASK-VDH3)
- Peninsula Health District Call Center
Open 8 a.m.-5 p.m. Monday-Friday
Phone: [757-594-7069](tel:757-594-7069)

Centers for Disease Control and Prevention (CDC)

- COVID-19 Website: www.cdc.gov/coronavirus/2019-nCoV
- Health Alert Network (HAN): <https://emergency.cdc.gov/han/2020.asp>

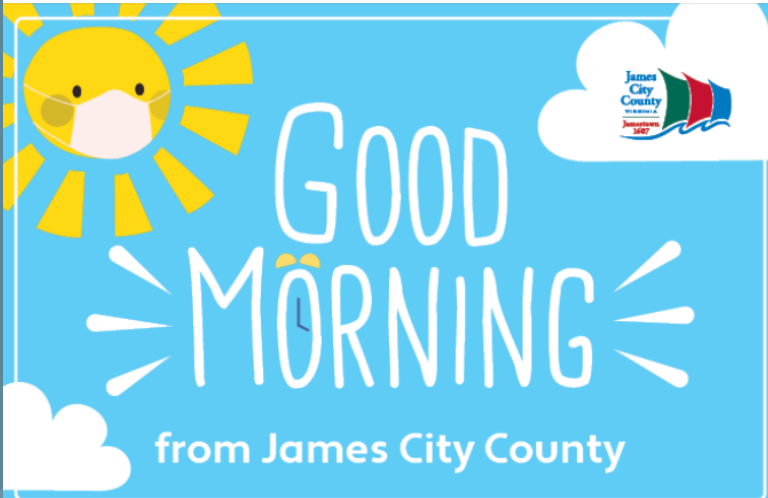
**James City County Government**
June 8 · 🌐

Good morning, James City County! It's Monday, June 8 and we can expect a sunny day with a high of 86. I hope everyone had a good weekend – the weather was incredible.

You know the saying; all good things must come to an end? Well, I think it is time for our good morning posts to take a break for a while. We are in Phase Two and things are starting to become a bit more predictable with COVID-19. We are definitely closer to whatever our new normal will be.

Please continue to take care of yourselves and each other. Wear your masks, practice social distancing and be sure to get your information from trusted sources. I will let you know if my meteorology career ever takes off. 😊

Love ya! - Renee



jamescitycountyva.gov



Stay in the Know

- Website: jamescitycountyva.gov
 - View news flashes and subscribe to JCC News
 - Listen to the podcast
 - Find links to social media
- Facebook and Twitter: @jamescitycounty
- Podcast: This Week in James City County
- Video: youtube.com/jamescitycounty and JCC TV*
- Emergency notifications: JCCAlert.org
- COVID-19 info: jamescitycountyva.gov/covid or 757-564-2140
- Email: latara.rouse@jamescitycountyva.gov

ITEM SUMMARY

DATE: 9/22/2020

TO: The Board of Supervisors

FROM: James O. Icenhour, Jr., Chairman

SUBJECT: Additional Voting Drop Boxes

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/15/2020 - 4:47 PM

ITEM SUMMARY

DATE: 9/22/2020

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Deputy Clerk

SUBJECT: Adjourn until 5 p.m. on October 13, 2020 for the Regular Meeting

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/15/2020 - 10:05 AM